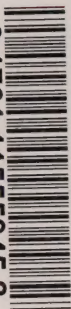


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KWANLIN DÜN FIRST NATION

SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN

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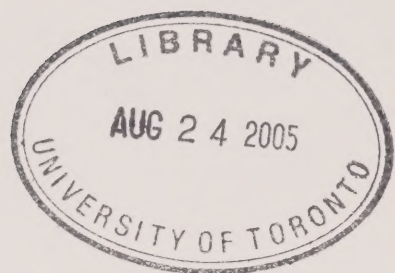


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KWANLIN DUN FIRST NATION
SELF-GOVERNMENT AGREEMENT
IMPLEMENTATION PLAN



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l'autonomie gouvernementale de la
Première nation des Kwanlin Dun

**KWANLIN DUN FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN**

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**KWANLIN DUN FIRST NATION
SELF-GOVERNMENT AGREEMENT
IMPLEMENTATION PLAN**

AMONG:

Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development (hereinafter called “Canada”);

AND:

Kwanlin Dun First Nation, as represented by the Chief and Council of the Kwanlin Dun First Nation (hereinafter called the “KDFN”);

AND:

The Government of the Yukon, as represented by the Government Leader (hereinafter called “Yukon”);

(hereinafter called the “Parties”).

WHEREAS:

The Parties signed the Kwanlin Dun First Nation Self-Government Agreement (hereinafter called the “KDFNSGA”) on the 19th day of February, 2005;

clause 23.1 of the KDFNSGA provides that the Parties shall conclude an implementation plan for the KDFNSGA (hereinafter called the “KDFNSGA Plan”) as soon as practicable; and

the representatives of the Parties have developed this KDFNSGA Plan, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the KDFNSGA;

NOW THEREFORE, the Parties agree as follows:

1.0 Interpretation of the KDFNSGA Plan

- 1.1 No provision of the KDFNSGA Plan shall be considered an amendment to, modification of, or derogation from the provisions of the KDFNSGA.
- 1.2 The KDFNSGA Plan shall be interpreted so as to promote the implementation of the provisions of the KDFNSGA and to avoid inconsistency or conflict with the provisions of the KDFNSGA.
- 1.3 Where there is any inconsistency or conflict between the provisions of the KDFNSGA Plan and the provisions of the KDFNSGA, the provisions of the KDFNSGA shall prevail to the extent of the inconsistency or conflict.
- 1.4 Unless the context otherwise requires, capitalized words and phrases in the KDFNSGA Plan shall have the meanings assigned in the KDFNSGA.

**KWANLIN DUN FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN**

2.0 Legal status of the KDFNSGA Plan

- 2.1 The KDFNSGA Plan consists of the provisions contained herein.
- 2.2 Attached hereto are:
 - 2.2.1 Annex A: Activity Sheets describing specific activities, projects and measures for implementation of the KDFNSGA;
 - 2.2.2 Annex B: Co-ordination of KDFNSGA and Kwanlin Dun First Nation Final Agreement (hereinafter called the “KDFNFA”) implementation; and
 - 2.2.3 Annex C: Communication Among Parties,

which Annexes represent the agreement of the Parties regarding the manner in which the provisions of the KDFNSGA will be implemented, but do not form part of the KDFNSGA Plan, and are not intended to create legal obligations.

3.0 Implementation Funding

- 3.1 Subject to any amendment of the KDFNSGA Plan by the Parties, Canada shall make financial payments to the KDFN for the implementation of the KDFNSGA as follows:
 - 3.1.1 \$174,000 (2002 constant dollars) per annum for on-going implementation activities;
 - 3.1.2 \$144,768 (2002 constant dollars) per annum for a ten year period for supplementary implementation activities; and
 - 3.1.3 \$285,360 (2002 constant dollars) for one-time implementation projects and activities.
- 3.2 The payments referred to in 3.1.1, 3.1.2 and 3.1.3 above shall be escalated from 2002 constant dollars to their Initial-Year Value using the Annual Price Adjustor as defined in Annex A, 1.0 of the Kwanlin Dun First Nation Self-Government Financial Transfer Agreement (hereinafter called the “KDFNSGFTA”) dated the 19th day of February, 2005.
- 3.3 The payments referred to in 3.1.1 and 3.1.2 above shall be made in accordance with the provisions of the KDFNSGFTA and shall be escalated from their Initial-Year Value using the Annual Price and Population Adjustor as defined in Annex A, 1.0 of the KDFNSGFTA.
- 3.4 The payment referred to in 3.1.3 above shall be made as a lump sum payment, as an unconditional grant as soon as practicable after the KDFNSGA becomes effective, not subject to the Cash Management Policy of the Government of Canada.
- 3.5 The payment of the amounts set out in 3.1.1, 3.1.2 and 3.1.3 above, or any amended amount required to be paid, represents the fulfilment of Canada’s obligation as set out in the KDFNSGA to provide funding to the KDFN for the following periods of time:
 - 3.5.1 for the purposes of 3.1.1 and 3.1.3, for the period of time set out in the KDFNSGFTA; and
 - 3.5.2 for the purposes of 3.1.2, for the period of time identified in 3.1.2.

**KWANLIN DUN FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN**

- 3.6 Canada shall provide a negotiated level of funding for the participation of the KDFN in the negotiations contemplated by 13.5.2, 13.6.1, 14.3, 14.4, 14.6, 17.1 and 27.0 of the KDFNSGA.
- 3.6.1 In addition to the notification and negotiation process provided for in 17.0 of the KDFNSGA, in the first year in which the KDFNSGA is in effect, the KDFN may provide notice, within 90 days of the Effective Date of the KDFNSGA, that it wishes to initiate the negotiation for the assumption of responsibility by the KDFN for the management, administration and delivery of any program or service, in the same manner as provided for in 17.0 of the KDFNSGA.

4.0 Implementation of KDFNSGA Plan Review

- 4.1 The representatives appointed pursuant to section 5.1 of the KDFNFA Implementation Plan shall also work toward resolving any issue which may arise in relation to the implementation of the KDFNSGA Plan.
- 4.2 Pursuant to 6.9 of the KDFNSGA, the Parties shall complete a review of the KDFNSGA Plan, Annex A and Annex B within five years of the Effective Date of the KDFNSGA unless the Parties otherwise agree.

5.0 Amendment

- 5.1 The Parties shall determine whether to amend the KDFNSGA Plan, Annex A or Annex B as a result of the review conducted pursuant to 4.2.
- 5.2 The Parties, by agreement, may amend the KDFNSGA Plan, Annex A or Annex B at any time, and any amendment thereto shall be made in writing by the Parties.

6.0 Effective Date of the KDFNSGA Plan

- 6.1 The KDFNSGA Plan shall take effect as of the Effective Date of the KDFNSGA.

7.0 Signing of the KDFNSGA Plan

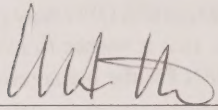
- 7.1 The KDFNSGA Plan may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and the date of the KDFNSGA Plan shall be deemed to be the date on which the last party signs.

**KWANLIN DUN FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN**

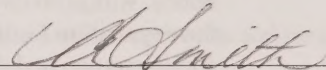
SIGNED at Whitehorse, Yukon, this 19th day of February, 2005.


Kwanlin Dun First Nation:

Witnesses

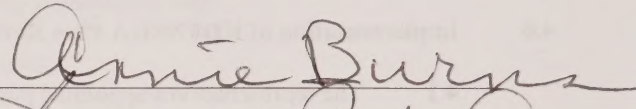


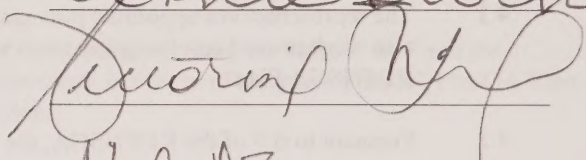
Chief Mike Smith

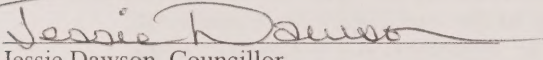




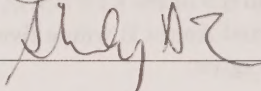
Edith Baker, Councillor

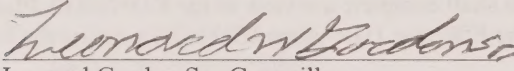




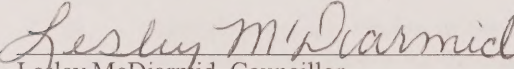


Jessie Dawson, Councillor

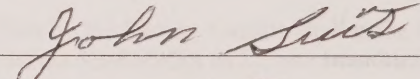


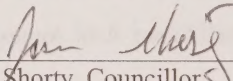


Leonard Gordon Sr., Councillor

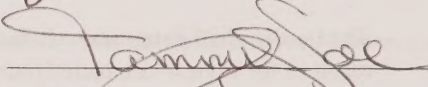


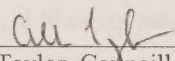
Lesley McDiarmid, Councillor



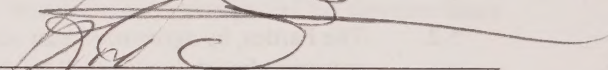


Jason Shorty, Councillor





Allan Taylor, Councillor



SIGNED at Whitehorse, Yukon, this 19th day of February, 2005.

**KWANLIN DUN FIRST NATION
SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN**

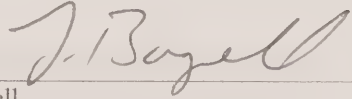
SIGNED at Whitehorse, Yukon, this 19th day of February, 2005.

**Her Majesty the Queen in Right of
Canada:**




The Honourable Andy Scott
Minister of Indian Affairs
and Northern Development

Witnesses:



Larry Bagnell



Jean-Paul Molgat



Sean Maguire

SIGNED at Whitehorse, Yukon, this 19th day of February, 2005.

The Government of Yukon:



The Honourable Dennis Fentie
Government Leader of Yukon

Witness:



Lynn Black

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN

ANNEX A – ACTIVITY SHEETS

This Annex refers to the implementation of selected provisions of the KDFNSGA.

The activities described in the Annex reflect the agreement of the Parties as to the activities which the Parties expect to be performed in order to give effect to the referenced provisions.

The planning assumptions described in relation to a referenced provision reflect the circumstances considered or expected to arise in the implementation of that provision. Some planning assumptions also reflect steps or measures that the Parties assume will be taken, or limitations that may apply, in the performance of the described activities.

In the development of this Annex, it has been assumed that the Parties will deal by other means with matters required by the KDFNSGA to be addressed prior to the Effective Date or in the negotiation or ratification of the KDFNSGA.

The fact that an activity sheet does not cross-reference the KDFNSGA dispute resolution mechanism pursuant to KDFNSGA Chapter 24 should not be construed to mean that the dispute resolution mechanism is not applicable to that activity sheet.

In the KDFNSGA Annex A -- Activity Sheets, Annex B -- Coordination of the KDFNFA and KDFNSGA Implementation and Annex C -- Communication Among Parties, the following acronyms and references have been used:

Canada	Her Majesty in Right of Canada
Parties	Canada, KDFN and Yukon
KDFN	Kwanlin Dun First Nation
KDFNFA	Kwanlin Dun First Nation Final Agreement
KDFNFA Plan	KDFNFA Implementation Plan
KDFNSGFTA	Self-Government Financial Transfer Agreement between Canada and KDFN
KDFNSGA	Kwanlin Dun First Nation Self-Government Agreement
KDFNSGA Plan	KDFNSGA Implementation Plan
YFN	Yukon First Nation
Yukon	Government of Yukon

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN

ANNEX A

PROJECT:	Consultation on amendments to Self-Government Legislation	
RESPONSIBLE PARTY:	KDFN, Government	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	5.2	Government shall Consult with the Kwanlin Dun First Nation during the drafting of any amendment to or repeal of Self-Government Legislation which affects the Kwanlin Dun First Nation.
CROSS REFERENCES:	7.4	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN or Government	Identify need for amendment or repeal. Notify other Parties.	As necessary
Parties	Evaluate the need for amendment or repeal.	As necessary
Yukon or Canada as appropriate	If proposing to amend or repeal Self-Government Legislation, notify KDFN of proposed amendment or repeal. Provide details.	Prior to amending or repealing Self-Government Legislation
KDFN	Prepare and present views.	Within a reasonable time period
Yukon or Canada as appropriate	Provide full and fair consideration of KDFN views. Make revisions as necessary.	After views presented
Yukon or Canada as appropriate	At discretion, amend or repeal Self-Government Legislation.	After considering KDFN views

PLANNING ASSUMPTIONS

1. If a proposed amendment or repeal affects all YFNs, one territory-wide consultative process may be appropriate.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	KDFNSGA amendment	
RESPONSIBLE PARTY:	Canada, Yukon, KDFN	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	6.1	Except as otherwise provided in 6.3, this Agreement may only be amended with the consent of all the Parties.
	6.2	Consent to any amendment pursuant to 6.1 may only be given on the part of:
	6.2.1	the Kwanlin Dun First Nation, by the Council;
	6.2.2	Canada, by the Governor in Council; and
	6.2.3	the Yukon, by the Commissioner in Executive Council.
CROSS REFERENCES:	6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9 (all), 7.3	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN, Canada, or Yukon	Propose in writing amendment to other Parties.	As necessary
KDFN, Canada, or Yukon	Evaluate proposed amendment. Respond in writing to initiating Party.	After amendment is proposed
KDFN, Canada, and Yukon	Negotiate and draft amendment.	Following agreement to amend
KDFN, Canada, and Yukon	Consent to the amendment pursuant to 6.2.	After amendments are drafted
KDFN	Notify Citizens of amendment.	After amendment is approved

PLANNING ASSUMPTIONS

1. If a proposed amendment is rejected, the rejecting parties will provide written reasons.

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN ANNEX A

PROJECT:	Amendment to portions of 28.0, Appendix A or Appendix B of KDFNSGA	
RESPONSIBLE PARTY:	KDFN, Yukon	
PARTICIPANT / LIAISON:	Canada	
REFERENCED CLAUSES:	6.3	An amendment to: <ul style="list-style-type: none"> 6.3.1 the definitions of Type 1 Parcel, Type 2 Parcel or Type 3 Parcel in 28.0 of this Agreement; 6.3.2 Appendix A of this Agreement; or 6.3.3 Appendix B of this Agreement other than variations of Land Use and Development Designations pursuant to 28.9, requires only the consent of the Council and the Yukon Minister with responsibility for land claims and self-government.
	6.4	The Yukon Minister with responsibility for land claims and self-government shall provide to the Minister of Indian Affairs and Northern Development a certified copy of any amendment made pursuant to 6.3.
CROSS REFERENCES:	6.1, 6.2 (all), 6.5, 6.6, 6.7, 6.8, 6.9 (all), 7.3	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN or Yukon	Propose in writing any amendment to the definitions of Type 1 Parcel, Type 2 Parcel and Type 3 Parcel in 28.0, Appendix A or Appendix B other than variations of Land Use and Development Designations pursuant to 28.9, to the other Party.	As necessary
KDFN or Yukon	Evaluate proposed amendment. Respond in writing to initiating Party.	After amendment is proposed
KDFN and Yukon	Negotiate and draft amendment.	Following agreement to amend
KDFN and Yukon	Consent to the amendment pursuant to 6.3.	After amendments are drafted
Yukon	Provide to Canada a certified copy of any amendment made pursuant to 6.3.	After amendment is approved
KDFN	Notify Citizens of amendment.	After amendment is approved

PLANNING ASSUMPTIONS

1. If a proposed amendment is rejected, the rejecting party will provide written reasons.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Amending the KDFNSGA to incorporate more favourable provisions	
RESPONSIBLE PARTY:	KDFN, Canada, Yukon	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	6.5	Where Government has concluded a self-government agreement with another Yukon First Nation which includes provisions more favourable than those in this Agreement, and where it would be practical to include those provisions in this Agreement, Government, at the request of the Kwanlin Dun First Nation, shall negotiate with the Kwanlin Dun First Nation with a view to amending this Agreement to incorporate provisions no less favourable than those in the other self-government agreement.
	6.6	A dispute arising from negotiations described in 6.5 may be referred by any Party to dispute resolution pursuant to 26.3.0 of the Final Agreement.
	6.7	In any dispute arising pursuant to 6.5 an arbitrator shall have the authority set out in 26.7.3 of the Final Agreement.
	6.8	The Parties shall make amendments to this Agreement which are required to give effect to orders or decisions of an arbitrator made pursuant to 6.6.
CROSS REFERENCES:	6.1, 6.2 (all), 24.3; KDFNFA 26.3.0 (all), 26.7.3	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Monitor other YFN Self-Government Agreements for more favourable provisions.	As Self-Government Agreements are negotiated
KDFN, Canada and Yukon	Negotiate and draft amendment to KDFNSGA.	At request of KDFN
KDFN, Canada or Yukon	If dispute arises, refer to dispute resolution under 26.3.0 of the KDFNFA.	As necessary
KDFN, Canada and Yukon	If dispute resolved, draft amendment to KDFNSGA.	As necessary
KDFN, Canada and Yukon	If Parties agree, amend KDFNSGA, pursuant to KDFNSGA 6.1, 6.2.	As soon as practicable
KDFN	Notify KDFN Citizens of amendment.	After amendment is approved

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Review of KDFNSGA within five years of the Effective Date	
RESPONSIBLE PARTY:	KDFN, Canada, Yukon	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	6.9	Unless the Parties otherwise agree, the Parties shall review this Agreement within five years of the Effective Date for the purpose of determining whether:
	6.9.1	other self-government agreements in Canada have more effectively incorporated self-government provisions respecting any matter considered in this Agreement;
	6.9.2	other self-government agreements in Canada have more effectively incorporated implementation or financial transfer agreements;
	6.9.3	this Agreement has been implemented in accordance with the implementation plan;
	6.9.4	the negotiated transfer of programs, responsibilities and resources pursuant to this Agreement has been successful; and
	6.9.5	this Agreement should be amended in accordance with 6.1, 6.2 or 6.3 to reflect the outcome of the review.
CROSS REFERENCES:	6.1, 6.2 (all), 6.3	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN, Canada and Yukon	Prepare work plan to identify terms of reference, time lines and resources for review.	Within five years of the Effective Date, or as the Parties otherwise agree
KDFN, Canada and Yukon	Conduct the review, and identify appropriate action.	In accordance with the work plan
KDFN, Canada and Yukon	Undertake appropriate action which may include amending the KDFNSGA in accordance with KDFNSGA 6.1, 6.2 or 6.3.	As necessary

PLANNING ASSUMPTIONS

1. The review process of the KDFNSGA may be carried out simultaneously with the negotiation of a new KDFNSGFTA in accordance with paragraph 7 of Annex B to the KDFNSGA Plan.
2. At the time of the review, Canada may provide additional resources, to a negotiated level, for the conduct of the review.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Amendment of an invalid provision of the KDFNSGA
RESPONSIBLE PARTY:	KDFN, Canada, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	7.3 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend this Agreement to remedy the invalidity or replace the invalid provision.
CROSS REFERENCES:	6.1, 6.2 (all), 7.1, 7.2, 7.4

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN, Canada and Yukon	If a court of competent jurisdiction finds a provision of the KDFNSGA to be invalid, make best efforts to amend the KDFNSGA to remedy the invalidity or replace the invalid provision.	As required
KDFN, Canada and Yukon	If the parties agree to amend the KDFNSGA, initiate amendment process in accordance with KDFNSGA 6.1 and 6.2.	As soon as practicable
KDFN	Inform Citizens of amendment.	As soon as practicable following the amendment

PLANNING ASSUMPTIONS

- Each of the Parties may prepare for and participate in litigation relating to the determination of the validity of a provision of the KDFNSGA.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Amendment of an invalid provision of the Self-Government Legislation	
RESPONSIBLE PARTY:	Government	
PARTICIPANT / LIAISON:	KDFN	
REFERENCED CLAUSES:	7.4	If any provision of Self-Government Legislation is found by a court of competent jurisdiction to be invalid, Government shall make best efforts to amend the Self-Government Legislation to remedy the invalidity or replace the invalid provision.
CROSS REFERENCES:	5.2, 7.1, 7.2, 7.3	

RESPONSIBILITY	ACTIVITIES	TIMING
Government	If a court of competent jurisdiction finds a provision of the Self-Government Legislation to be invalid, make best efforts to amend the Self-Government Legislation to remedy the invalidity or replace the invalid provision.	As required
Government	If Government intends to amend the Self-Government Legislation or replace the invalid provision, notify KDFN of any amendment which affects KDFN.	During the drafting of the amendments
KDFN	Prepare and present views to Government.	Within a reasonable time as indicated by Government
Government	Provide full and fair consideration to views presented by KDFN. Notify KDFN of outcome.	Within a reasonable time following receipt of KDFN views
KDFN	Inform Citizens of amendment.	As soon as practicable following amendment

PLANNING ASSUMPTIONS

- Each of the Parties may prepare for and participate in litigation relating to the determination of the validity of a provision of the Self-Government Legislation.

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN

ANNEX A

PROJECT:	Conflict of laws issues
RESPONSIBLE PARTY:	KDFN, other YFN, Government
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>8.4 Common law conflict of laws principles shall apply where a conflict of laws issue arises unless:</p> <p>8.4.1 in the case of a conflict of laws issue arising between a law enacted by the Kwanlin Dun First Nation and a law enacted by another Yukon First Nation, the Kwanlin Dun First Nation and the other Yukon First Nation have otherwise agreed; or</p> <p>8.4.2 in the case of a conflict of laws issue arising between a law enacted by the Kwanlin Dun First Nation and a Law of General Application, the Kwanlin Dun First Nation and Government have otherwise agreed.</p>
CROSS REFERENCES:	13.5 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN, other YFN, Canada or Yukon, as appropriate	If conflict of laws issue arises, negotiate agreement or solution to conflict.	As agreed by affected parties
KDFN, other YFN, Canada or Yukon as appropriate	If the issue results in court action, participate in court action.	As necessary

PLANNING ASSUMPTIONS

1. The Parties anticipate that, where appropriate, potential for conflict of laws will be considered when Government and KDFN are drafting laws.

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN ANNEX A

PROJECT:	Establishment of governing bodies
RESPONSIBLE PARTY:	KDFN
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>10.1 The Constitution of the Kwanlin Dun First Nation shall, in a manner consistent with this Agreement, provide for:</p> <p>10.1.2 the governing bodies of the Kwanlin Dun First Nation and their composition, membership, powers, duties and procedures;</p>
CROSS REFERENCES:	None identified

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Establish governing bodies according to the Constitution.	Upon Effective Date or as appropriate
KDFN	<p>Operate KDFN government structures which will attend to functions such as:</p> <ul style="list-style-type: none"> - communications and information; - policy development, monitoring, evaluation, research and advice; - personnel and training; - intergovernmental relations, negotiations and dispute resolution; - legal affairs; - clerical; - financial management and taxation; - supply services; - management capabilities; and, - other functions as may arise from time to time. 	

PLANNING ASSUMPTIONS

1. The KDFN may have to prepare or amend policies and procedures with regard to the administration, operation and internal management of KDFN affairs.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Establishment and implementation of KDFN financial reporting system		
RESPONSIBLE PARTY:	KDFN		
PARTICIPANT / LIAISON:	None identified		
REFERENCED CLAUSES:	10.1	The Constitution of the Kwanlin Dun First Nation shall, in a manner consistent with this Agreement, provide for:	
	10.1.3	a system of reporting, which may include audits, through which the Kwanlin Dun First Nation shall be financially accountable to its Citizens;	
CROSS REFERENCES:	22.1		

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Examine and determine reporting requirements of KDFN government.	As soon as practicable following Effective Date
KDFN	Review reporting standards generally accepted for governments in Canada.	As soon as practicable following Effective Date
KDFN	Prepare and publish reports or audits in accordance with the KDFN Constitution.	Annually or as required

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT: Challenging the validity of KDFN laws and quashing invalid KDFN laws

RESPONSIBLE PARTY: KDFN

PARTICIPANT / LIAISON: None identified

REFERENCED CLAUSES: 10.1 The Constitution of the Kwanlin Dun First Nation shall, in a manner consistent with this Agreement, provide for:

10.1.5 challenging the validity of the laws enacted by the Kwanlin Dun First Nation and quashing invalid laws; and

CROSS REFERENCES: 10.1.4, 13.1 (all), 13.2 (all), 13.3 (all), 14.1 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Participate in challenges of validity of KDFN laws in accordance with KDFN Constitution.	As necessary
KDFN	If necessary, amend or replace invalid law.	As soon as practicable

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ANNEX A**

PROJECT:	Transfer to KDFN of monies held by Canada for the use and benefit of KDFN
RESPONSIBLE PARTY:	Canada
PARTICIPANT / LIAISON:	KDFN
REFERENCED CLAUSES:	11.2 Any monies held by Canada for the use and benefit of the <u>Indian Act</u> (Canada) Kwanlin Dun First Nation Band shall be transferred to the Kwanlin Dun First Nation, as soon as practicable after the Effective Date.
CROSS REFERENCES:	None identified

RESPONSIBILITY	ACTIVITIES	TIMING
Canada	Calculate amount to be transferred. Inform KDFN in writing of the amount to be transferred.	Prior to Effective Date
KDFN	Confirm amount to be transferred and request by Band Council Resolution the transfer of monies held by Canada for the use and benefit of the Kwanlin Dun Indian Band.	Prior to Effective Date
Canada	Transfer funds to KDFN.	As soon as practicable
KDFN	Provide written receipt for monies transferred.	Following receipt of monies

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ANNEX A

PROJECT:	Delegation of KDFN powers
RESPONSIBLE PARTY:	KDFN
PARTICIPANT / LIAISON:	Other party as indicated in 12.1.1 through 12.1.6
REFERENCED CLAUSES:	<p>12.1 The Kwanlin Dun First Nation may delegate any of its powers, including legislative powers, to:</p> <p>12.1.1 a public body or office established by a law of the Kwanlin Dun First Nation;</p> <p>12.1.2 Government, including a department, agency or office of Government;</p> <p>12.1.3 a public body performing a function of government in Canada, including another Yukon First Nation;</p> <p>12.1.4 a municipality, school board, local body, or legal entity established by Yukon Law;</p> <p>12.1.5 a tribal council; or</p> <p>12.1.6 any legal entity in Canada.</p> <p>12.2 Any delegation under 12.1.2 to 12.1.6 shall be made by written agreement with the delegate.</p>
CROSS REFERENCES:	9.2, 9.2.1, 9.2.5, 26.0 (all), 27.5

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Research and identify authority or power to be delegated.	At discretion of KDFN
KDFN, other party	Negotiate and draft delegation agreement with other party.	At discretion of parties
KDFN, other party	If delegation agreement is completed, and delegation occurs, notify Government and the public.	As necessary

PLANNING ASSUMPTIONS

- Any delegation of KDFN powers will be subject to an approval process as may be set out in its Constitution and laws.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Delegation of powers to KDFN
RESPONSIBLE PARTY:	KDFN
PARTICIPANT / LIAISON:	Any entity that has the authority to delegate its powers (“Delegating Authority”)
REFERENCED CLAUSES:	12.3 The Kwanlin Dun First Nation has the capacity to enter into agreements to receive powers, including legislative powers, by delegation.
CROSS REFERENCES:	9.2, 9.2.1, 9.2.5, 12.1 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN or Delegating Authority	Forward delegation proposal to other party.	As necessary
KDFN or Delegating Authority	Prepare views and respond.	Within a reasonable time period following receipt of the proposal
KDFN or Delegating Authority	Negotiate, draft and enter into delegation agreement.	At discretion of parties
KDFN or Delegating Authority	Notify public of delegation agreement.	Following approval of agreement by parties

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Enactment of KDFN laws
RESPONSIBLE PARTY:	KDFN
PARTICIPANT / LIAISON:	Yukon
REFERENCED CLAUSES:	<div><div>13.1</div><div>The Kwanlin Dun First Nation shall have the exclusive power to enact laws in relation to the following matters:<div><div>13.1.1</div><div>administration of Kwanlin Dun First Nation affairs and operation and internal management of the Kwanlin Dun First Nation;</div></div><div><div>13.1.2</div><div>management and administration of rights or benefits which are realized pursuant to the Final Agreement by persons enrolled under the Final Agreement, and which are to be controlled by the Kwanlin Dun First Nation; and</div></div><div><div>13.1.3</div><div>matters ancillary to the foregoing.</div></div></div></div>
	<div><div>13.2</div><div>The Kwanlin Dun First Nation shall have the power to enact laws in relation to the following matters in the Yukon:<div><div>13.2.1</div><div>provision of programs and services for Citizens in relation to their spiritual and cultural beliefs and practices;</div></div><div><div>13.2.2</div><div>provision of programs and services for Citizens in relation to their aboriginal languages;</div></div><div><div>13.2.3</div><div>provision of health care and services to Citizens, except licensing and regulation of facility-based services off Settlement Land;</div></div><div><div>13.2.4</div><div>provision of social and welfare services to Citizens, except licensing and regulation of facility-based services off Settlement Land;</div></div><div><div>13.2.5</div><div>provision of training programs for Citizens, subject to Government certification requirements where applicable;</div></div><div><div>13.2.6</div><div>adoption by and of Citizens;</div></div><div><div>13.2.7</div><div>guardianship, custody, care and placement of Kwanlin Dun First Nation children, except licensing and regulation of facility-based services off Settlement Land;</div></div><div><div>13.2.8</div><div>provision of education programs and services for Citizens choosing to participate, except licensing and regulation of facility-based services off Settlement Land;</div></div></div></div>

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- 13.2.9 inheritance, wills, intestacy and administration of estates of Citizens, including rights and interests in Settlement Land;
 - 13.2.10 procedures consistent with the principles of natural justice for determining the mental competency or ability of Citizens, including administration of the rights and interests of those found incapable of responsibility for their own affairs;
 - 13.2.11 provision of services to Citizens for resolution of disputes outside the courts;
 - 13.2.12 solemnization of marriage of Citizens;
 - 13.2.13 licences in respect of matters enumerated in 13.1, 13.2 and 13.3 in order to raise revenue for Kwanlin Dun First Nation purposes;
 - 13.2.14 matters necessary to enable the Kwanlin Dun First Nation to fulfill its responsibilities under the Final Agreement or this Agreement; and
 - 13.2.15 matters ancillary to the foregoing.
- 13.3 The Kwanlin Dun First Nation shall have the power to enact laws of a local or private nature on Settlement Land in relation to the following matters:
- 13.3.1 use, management, administration, control and protection of Settlement Land;
 - 13.3.2 allocation or disposition of rights and interests in and to Settlement Land, including expropriation by the Kwanlin Dun First Nation for Kwanlin Dun First Nation purposes;
 - 13.3.3 use, management, administration and protection of natural resources under the ownership, control or jurisdiction of the Kwanlin Dun First Nation;
 - 13.3.4 gathering, hunting, trapping or fishing and the protection of fish, wildlife and habitat;
 - 13.3.5 control or prohibition of the erection and placement of posters, advertising signs, and billboards;
 - 13.3.6 licensing and regulation of any person or entity carrying on any business, trade, profession, or other occupation;

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- 13.3.7 control or prohibition of public games, sports, races, athletic contests, and other amusements;
- 13.3.8 control of the construction, maintenance, repair and demolition of buildings or other structures;
- 13.3.9 prevention of overcrowding of residences or other buildings or structures;
- 13.3.10 control of the sanitary condition of buildings or property;
- 13.3.11 planning, zoning and land development;
- 13.3.12 curfews, prevention of disorderly conduct and control or prohibition of nuisances;
- 13.3.13 control or prohibition of the operation and use of vehicles;
- 13.3.14 control or prohibition of the transport, sale, exchange, manufacture, supply, possession or consumption of intoxicants;
- 13.3.15 establishment, maintenance, provision, operation or regulation of local services and facilities;
- 13.3.16 caring and keeping of livestock, poultry, pets and other birds and animals, and impoundment and disposal of any bird or animal maltreated or improperly at-large, but the caring and keeping of livestock does not include game farming or game ranching;
- 13.3.17 administration of justice;
- 13.3.18 control or prohibition of any actions, activities or undertakings that constitute, or may constitute, a threat to public order, peace or safety;
- 13.3.19 control or prohibition of any activities, conditions or undertakings that constitute, or may constitute, a danger to public health;
- 13.3.20 control or prevention of pollution and protection of the environment;
- 13.3.21 control or prohibition of the possession or use of firearms, other weapons and explosives;
- 13.3.22 control or prohibition of the transport of dangerous substances; and
- 13.3.23 matters coming within the good government of Citizens on Settlement Land.

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CROSS REFERENCES: 8.4 (all), 13.5.5, 13.6.0 (all), 14.0 (all), 20.0 (all), 21.1, 21.2, 21.3, 21.4, 28.1

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Prepare initial laws.	At discretion, after federal Order in Council ratifying the KDFNSGA
KDFN	Enact initial laws.	After Effective Date
KDFN	Prepare other laws.	As required
KDFN	Enact other laws.	As necessary
KDFN	Provide Yukon with copy of KDFN laws.	As soon as practicable after each law is passed

PLANNING ASSUMPTIONS

1. Initial laws may include financial administration legislation and other such legislation fundamental to the operation of the KDFN.
2. An advance of federal funding for initial laws may be provided to KDFN after the federal Order in Council ratifying the KDFNSGA.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Exercise of Emergency powers on and off Settlement Lands
RESPONSIBLE PARTY:	KDFN, Canada, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>13.4.1 Off Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a Citizen, Government may exercise power conferred by Laws of General Application to relieve the Emergency, notwithstanding that laws enacted by the Kwanlin Dun First Nation may apply to the Emergency.</p> <p>13.4.2 A person acting pursuant to 13.4.1 shall, as soon as practicable after determining that a person in an Emergency is a Citizen, notify the Kwanlin Dun First Nation of the action taken and transfer the matter to the responsible Kwanlin Dun First Nation authority, at which time the authority of the Government to act pursuant to 13.4.1 shall cease.</p> <p>13.4.3 A person acting pursuant to 13.4.1 is not liable for any act done in good faith in the reasonable belief that the act was necessary to relieve an Emergency.</p> <p>13.4.4 On Settlement Land, in relation to those matters enumerated in 13.2, in any situation that poses an Emergency to a person who is not a Citizen, the Kwanlin Dun First Nation may exercise power conferred by laws enacted by the Kwanlin Dun First Nation to relieve the Emergency, notwithstanding that Laws of General Application may apply to the Emergency.</p> <p>13.4.5 A person acting pursuant to 13.4.4 shall, as soon as practicable after determining that a person in an Emergency is not a Citizen, notify Government or, where the person in an Emergency is a citizen of another Yukon First Nation, that Yukon First Nation, of the action taken and transfer the matter to the responsible authority, at which time the authority of the Kwanlin Dun First Nation to act pursuant to 13.4.4 shall cease.</p> <p>13.4.6 A person acting pursuant to 13.4.4 is not liable for any act done in good faith in the reasonable belief that the act was necessary to relieve an Emergency.</p> <p>13.4.7 Notwithstanding 13.5.0, in relation to powers enumerated in 13.3, Laws of General Application shall apply with respect to an Emergency arising on Settlement Land which has or is likely to have an effect off Settlement Land.</p>
CROSS REFERENCES:	9.2, 9.2.1, 13.2, 13.3, 13.5 (all)

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RESPONSIBILITY	ACTIVITIES	TIMING
KDFN and Canada or Yukon	Develop arrangements and procedures which allow a person acting pursuant to 13.4.1 or 13.4.4 to notify the appropriate authority and to transfer the matter to the appropriate authority as soon as practicable.	As soon as practicable after Effective Date and thereafter concurrent with the development or amendment of relevant policies or legislation
KDFN or Canada or Yukon	Having taken action in an Emergency, notify the appropriate authority.	In accordance with arrangements and procedures
KDFN or Canada or Yukon	Transfer the matter to the appropriate authority.	As soon as practicable

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ANNEX A

PROJECT:	Identification of areas in which laws of KDFN shall prevail over federal Laws of General Application
RESPONSIBLE PARTY:	KDFN, Canada
PARTICIPANT / LIAISON:	Yukon
REFERENCED CLAUSES:	<p>13.5.2 Canada and the Kwanlin Dun First Nation shall enter into negotiations with a view to concluding, as soon as practicable, a separate agreement or an amendment of this Agreement which will identify the areas in which laws enacted by the Kwanlin Dun First Nation shall prevail over federal Laws of General Application to the extent of any inconsistency or conflict.</p> <p>13.5.2.1 Canada shall Consult with the Yukon prior to concluding the negotiations described in 13.5.2.</p> <p>13.5.2.2 Clause 13.5.2 shall not affect the status of the Yukon as a party to the negotiations or agreements referred to in 13.6.0 or 17.0.</p>
CROSS REFERENCES:	None identified

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Research areas in which KDFN laws may prevail over federal Laws of General Application.	Prior to negotiations
KDFN	Notify Canada of desire to initiate negotiations.	At discretion
KDFN, Canada	Prepare work plan to identify time lines and resources for negotiations.	Within 6 months after notification, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the work plan.	Within 60 days of work plan completion, or as soon thereafter as the parties agree is reasonable
KDFN, Canada	Commence negotiations pursuant to work plan.	As required
Canada	Notify Yukon of proposed agreement or amendment identifying areas where KDFN laws prevail over federal Laws of General Application. Provide details.	Prior to conclusion of negotiations
Yukon	Prepare and present views to Canada.	Within reasonable time period as indicated by Canada
Canada	Provide full and fair consideration of views of Yukon.	After views presented to Canada

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ANNEX A**

RESPONSIBILITY	ACTIVITIES	TIMING
Canada, KDFN	Conclude agreement.	As soon as practicable after Consultation with Yukon

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the KDFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the KDFN in negotiations to identify areas in which KDFN laws may prevail. This funding shall be set out in a budget identified in the work plan negotiated with Canada prior to the negotiations.

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN

ANNEX A

PROJECT:	Consultation with KDFN on a Yukon Law of General Application
RESPONSIBLE PARTY:	Yukon, KDFN
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	13.5.4 Where the Yukon reasonably foresees that a Yukon Law of General Application which it intends to enact may have an impact on a law enacted by the Kwanlin Dun First Nation, the Yukon shall Consult with the Kwanlin Dun First Nation before introducing the Legislation in the Legislative Assembly.
CROSS REFERENCES:	8.4 (all), 13.5.3

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon	Analyse proposed Yukon Law of General Application for impact on KDFN laws.	Whenever Yukon proposes to enact a Yukon Law of General Application
Yukon	Where proposed Yukon Law of General Application may have an impact on a KDFN law notify KDFN of the need to initiate Consultation.	Prior to introduction of the legislation in the Legislative Assembly, allowing reasonable time for Consultation to occur
Yukon, KDFN	Develop arrangements and procedures identifying contacts, time lines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement.	As soon as practicable after KDFN is notified about the need to initiate Consultation
Yukon	Provide KDFN with details of proposed Legislation.	As soon as practicable after arrangements and procedures for Consultation have been developed
KDFN	Review proposed Yukon Law of General Application to determine impact, inconsistency, and/or conflict. Prepare and present views.	Within a reasonable time period as set out in the arrangements and procedures
Yukon	Provide full and fair consideration to views presented. Notify KDFN of outcome.	After views presented to Yukon
Yukon	At discretion, make any changes to proposed Yukon Law of General Application.	After considering KDFN views

PLANNING ASSUMPTIONS

1. If a proposed enactment affects all YFNs, one territory-wide consultative process may be appropriate.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Consultation with Yukon on a KDFN law
RESPONSIBLE PARTY:	KDFN, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	13.5.5 Where the Kwanlin Dun First Nation reasonably foresees that a law which it intends to enact may have an impact on a Yukon Law of General Application, the Kwanlin Dun First Nation shall Consult with the Yukon before enacting the law.
CROSS REFERENCES:	8.4 (all), 13.5.4

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Analyse proposed KDFN law for impact on Yukon Laws of General Application.	Whenever KDFN proposes a law
KDFN	Where proposed KDFN law may have an impact on a Yukon Law of General Application, notify Yukon of the need to initiate Consultation.	Prior to introduction of the law in the KDFN approval process, allowing reasonable time for Consultation to occur
KDFN, Yukon	Develop arrangements and procedures identifying contacts, time lines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement.	As soon as practicable after Yukon is notified about the need to initiate Consultation
KDFN	Provide Yukon with details of proposed legislation.	As soon as practicable after arrangements and procedures for Consultation have been developed
Yukon	Review proposed KDFN law to determine impact, inconsistency, and/or conflict. Prepare and present views.	Within a reasonable time period as set out in the arrangements and procedures
KDFN	Provide full and fair consideration to views presented. Notify Yukon of outcome.	After views presented to KDFN
KDFN	At discretion, make any changes to proposed legislation.	After considering Yukon views

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ANNEX A**

PROJECT:	Declaration where a Yukon Law of General Application ceases to apply to the KDFN, its Citizens or Settlement Land
RESPONSIBLE PARTY:	Yukon, KDFN
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>13.5.6 Where the Commissioner in Executive Council is of the opinion that a law enacted by the Kwanlin Dun First Nation has rendered a Yukon Law of General Application partially inoperative and that it would unreasonably alter the character of a Yukon Law of General Application or that it would make it unduly difficult to administer that Yukon Law of General Application in relation to the Kwanlin Dun First Nation, Citizens or Settlement Land, the Commissioner in Executive Council may declare that the Yukon Law of General Application ceases to apply in whole or in part to the Kwanlin Dun First Nation, Citizens or Settlement Land.</p> <p>13.5.7 Prior to making a declaration pursuant to 13.5.6:</p> <p>13.5.7.1 the Yukon shall Consult with the Kwanlin Dun First Nation and identify solutions, including any amendments to Yukon Legislation, that the Yukon considers would meet the objectives of the Kwanlin Dun First Nation; and</p> <p>13.5.7.2 after Consultation pursuant to 13.5.7.1, where the Yukon and the Kwanlin Dun First Nation agree that the Yukon Law of General Application should be amended, the Yukon shall propose such amendment to the Legislative Assembly within a reasonable period of time.</p>
CROSS REFERENCES:	13.5.5

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon	Analyse KDFN law for impact on Yukon Laws of General Application.	Following receipt of the KDFN law
Yukon	If the Commissioner in Executive Council is of the opinion that the KDFN law has rendered a Yukon Law of General Application partially inoperative, notify KDFN of the need to initiate Consultation.	As necessary
Yukon, KDFN	Develop arrangements and procedures identifying contacts, time lines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement.	As soon as practicable after KDFN is notified about the need to initiate Consultation

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RESPONSIBILITY	ACTIVITIES	TIMING
Yukon	Notify KDFN of its concerns regarding the impact of the KDFN law on a Yukon Law of General Application and identify possible solutions.	As soon as practicable after the arrangements and procedures for Consultation have been completed
KDFN	Prepare and present views to Yukon.	Within a reasonable time period as set out in the arrangements and procedures for Consultation
Yukon	Provide full and fair consideration to views of KDFN.	After views presented to Yukon
Yukon	If Yukon and KDFN agree that the Yukon Law of General Application should be amended, draft and propose amendments to Yukon Legislation.	As necessary
Commissioner in Executive Council	If the Yukon Law of General Application is not amended to rectify the matter, at discretion declare that the Yukon Law of General Application ceases to apply in whole or in part to KDFN Settlement Land or Citizens, as the case may be.	As necessary
KDFN and Yukon	Notify KDFN Citizens and Yukon staff responsible for administration or enforcement of the Yukon Law of General Application of the outcome, as may be necessary.	Upon resolution of the matter

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ANNEX A**

PROJECT:	Negotiation of administration of justice agreement
RESPONSIBLE PARTY:	KDFN, Canada, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>13.6.1 The Parties shall enter into negotiations with a view to concluding an agreement in respect of the administration of Kwanlin Dun First Nation justice provided for in 13.3.17.</p> <p>13.6.2 Negotiations respecting the administration of justice shall deal with such matters as adjudication, civil remedies, punitive sanctions including fine, penalty and imprisonment for enforcing any law of the Kwanlin Dun First Nation, prosecution, corrections, law enforcement, the relation of any Kwanlin Dun First Nation courts to other courts and any other matter related to aboriginal justice to which the Parties agree.</p> <p>13.6.3 Notwithstanding anything in this Agreement, the Kwanlin Dun First Nation shall not exercise its power pursuant to 13.3.17 until the expiry of the time described in 13.6.6, unless an agreement is reached by the Parties pursuant to 13.6.1 and 13.6.2.</p> <p>13.6.6 The provisions in 13.6.4 are interim provisions and shall expire five years from the Effective Date or on the effective date of the agreement concluded pursuant to 13.6.1 and 13.6.2, whichever is earlier. The five year period may be extended for such further time as may be agreed in writing by the Minister on behalf of Canada, the Minister on behalf of the Yukon and the Council on behalf of the Kwanlin Dun First Nation.</p>
CROSS REFERENCES:	13.3.17, 13.6.4 (all), 13.6.5 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Prepare for negotiation of administration of justice agreement.	Prior to negotiations
KDFN	Notify Canada and Yukon of desire to initiate negotiations.	At discretion
KDFN, Yukon, Canada	Prepare work plan identifying time lines and resources for negotiations.	Within 60 days after notification, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the work plan.	Within 60 days of work plan completion, or as soon thereafter as the parties agree is reasonable

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ANNEX A**

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN, Yukon, Canada	Negotiate administration of justice agreement.	Negotiations to begin within two years of Effective Date, or as soon thereafter as the Parties agree is reasonable
KDFN, Yukon, Canada	Negotiate extension to the timing of interim provision.	As necessary

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the KDFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the KDFN in negotiations in respect of administration of justice. This funding shall be set out in a budget identified in the work plan negotiated with Canada prior to the negotiations.
2. Canada shall provide to Yukon a level of funding to be negotiated by Canada and Yukon to support Yukon's participation in the negotiation of administration of justice agreements contemplated by the KDFNSGA.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Interim arrangements for administration of justice
RESPONSIBLE PARTY:	KDFN, Yukon
PARTICIPANT / LIAISON:	Canada
REFERENCED CLAUSES:	<p>13.6.4 Until the expiry of the time described in 13.6.6 or an agreement is entered into pursuant to 13.6.1 and 13.6.2:</p> <p>13.6.4.1 the Kwanlin Dun First Nation shall have the power to establish penalties of:</p> <ul style="list-style-type: none">(a) fines up to \$300,000 for the violation of a law enacted by the Kwanlin Dun First Nation in relation to the use of Settlement Land and of natural resources on Settlement Land or the control or prevention of pollution and the protection of the environment on Settlement Land;(b) fines up to \$5,000 for the violation of any other law enacted by the Kwanlin Dun First Nation; and(c) imprisonment to a maximum of six months for the violation of a law enacted by the Kwanlin Dun First Nation; <p>13.6.4.2 the Supreme Court of the Yukon Territory, the Territorial Court of Yukon, and the Justice of the Peace Court shall have jurisdiction throughout the Yukon to adjudicate in respect of laws enacted by the Kwanlin Dun First Nation in accordance with the jurisdiction designated to those courts by Yukon Law except that any offence created under a law enacted by the Kwanlin Dun First Nation shall be within the exclusive original jurisdiction of the Territorial Court of Yukon;</p> <p>13.6.4.3 any offence created under a law enacted by the Kwanlin Dun First Nation shall be prosecuted as an offence against an enactment pursuant to the <u>Summary Convictions Act</u> (Yukon), by prosecutors appointed by the Yukon; and</p> <p>13.6.4.4 any term of imprisonment ordered by the Territorial Court of Yukon pursuant to 13.6.4.1 shall be served in a correctional facility pursuant to the <u>Corrections Act</u> (Yukon).</p>
CROSS REFERENCES:	13.1 (all), 13.2 (all), 13.3 (all), 13.6.1, 13.6.2, 13.6.5 (all), 13.6.6, 13.6.7

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
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RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Research and establish penalties under KDFN law that are consistent with the interim justice provisions as part of lawmaking activity.	As decided by KDFN
KDFN, Yukon, Canada	Develop arrangements and procedures required for co-ordination of activities between Yukon, Canada and KDFN, as appropriate, for interim justice.	Concurrent with development of KDFN laws which create offenses
Yukon	Unless otherwise ordered by a court or agreed to pursuant to KDFNSGA 13.6.5.2, administer justice in accordance with 13.6.4, including, but not limited to, prosecution of offenses under KDFN laws, administering dispositions and enforcing judgements, providing probation and corrections services, and any other activities that may be required.	As required

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN

ANNEX A

PROJECT:	Enactment of KDFN laws in relation to taxation		
RESPONSIBLE PARTY:	KDFN		
PARTICIPANT / LIAISON:	Government		
REFERENCED CLAUSES:	14.1	The Kwanlin Dun First Nation shall have the power to enact laws in relation to:	
	14.1.1	taxation, for local purposes, of interests in Settlement Land and of occupants and tenants of Settlement Land in respect of their interests in those lands, including assessment, collection and enforcement procedures and appeals relating thereto;	
	14.1.2	other modes of direct taxation of Citizens (and, if agreed under 14.3.2, other persons and entities) within Settlement Land to raise revenue for Kwanlin Dun First Nation purposes; and	
	14.1.3	the implementation of measures made pursuant to any taxation agreement entered into pursuant to 14.6 or with Canada.	
CROSS REFERENCES:	8.4 (all), 13.5.3, 13.5.5, 13.5.6, 13.5.7 (all), 13.6.0 (all), 14.2, 14.3 (all), 14.4 (all), 14.5, 14.6, 20.0 (all), 21.1, 21.2, 21.3, 21.4		

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Prepare law(s), taking into consideration the provisions of 13.5.5, 14.3 and 14.6.	At discretion
KDFN	Enact law(s).	At discretion
KDFN	Provide Government with copy of enacted law(s).	As soon as practicable after enactment
KDFN	Inform those affected by enacted law(s), such as Citizens, holders of interests in Settlement Land, and occupants and tenants of Settlement Land.	Prior to or as soon as practicable after enactment

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN ANNEX A

PROJECT:	Negotiations on coordination of taxation	
RESPONSIBLE PARTY:	KDFN, Canada	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	14.3	Canada and the Kwanlin Dun First Nation shall make reasonable efforts to negotiate agreements on:
	14.3.1	the manner in which the power of the Kwanlin Dun First Nation to enact taxation laws under 14.1.2 shall be coordinated with existing tax systems; and
	14.3.2	the extent, if any, to which the power provided for in 14.1.2 should be extended to apply to other persons and entities within Settlement Land.
CROSS REFERENCES:	14.1, 14.1.2, 14.7 (all)	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Research taxation.	Prior to negotiations
KDFN	Notify Canada of intent to initiate negotiations.	At discretion
KDFN and Canada	Prepare work plan identifying time lines and resources for negotiations.	Within 60 days after notification, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the work plan.	Within 60 days of work plan completion, or as soon thereafter as the parties agree is reasonable
KDFN and Canada	Make reasonable efforts to negotiate taxation agreement.	Pursuant to the work plan

PLANNING ASSUMPTIONS

- Pursuant to 3.6 of the KDFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the KDFN in taxation agreement negotiations. This funding shall be set out in a budget identified in the work plan negotiated with Canada prior to the negotiations.
- KDFN or Canada will endeavour to inform Yukon of the progress of the negotiations.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Sharing of tax room in respect of Property Taxes	
RESPONSIBLE PARTY:	KDFN, Yukon	
PARTICIPANT / LIAISON:	Canada	
REFERENCED CLAUSES:	14.4	When the Kwanlin Dun First Nation exercises its jurisdiction, or assumes responsibility, for the management, administration and delivery of local services and, as a consequence, exercises property taxation powers under 14.1.1, the Yukon shall undertake to ensure a sharing of tax room in respect of Property Taxes which is equitable.
	14.4.1	To the extent that the Kwanlin Dun First Nation imposes property taxation for local purposes, the Yukon shall ensure that Yukon municipalities do not incur any consequential net loss.
	14.4.2	The Kwanlin Dun First Nation and the Yukon shall enter into negotiations as necessary to provide for the efficient delivery of local services and programs.
CROSS REFERENCES:	14.1, 14.1.1, 14.3, 14.6, 26.0 (all)	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Research and develop policies regarding property taxation of interests on Settlement Land.	At discretion
KDFN	Notify Yukon and Canada of desire to initiate negotiations.	At discretion
KDFN, Yukon, Canada	Prepare work plan identifying time lines and resources for negotiations.	Within 60 days after notification, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the work plan.	Within 60 days of work plan completion, or as soon thereafter as the parties agree is reasonable
Yukon, KDFN	Negotiate sharing of tax room by Yukon and arrangements for the efficient delivery of local services and programs if appropriate.	In accordance with the work plan

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the KDFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the KDFN in the sharing of tax room negotiations with respect to Property Taxes. This funding shall be set out in a budget identified in the work plan negotiated with Canada prior to the negotiations.
2. Canada shall provide to Yukon a level of funding to be negotiated by Canada and Yukon to support Yukon's participation in the negotiation of sharing of tax room with respect to Property Taxes contemplated by the KDFNSGA.
3. If Yukon and KDFN wish to negotiate a taxation agreement to give effect to the sharing of tax room arrangements for the efficient delivery of local services and programs, then refer to 14.6.

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN

ANNEX A

PROJECT:	Recommendation of Legislation to provide taxation powers or exemptions		
RESPONSIBLE PARTY:	Canada, KDFN		
PARTICIPANT / LIAISON:	None identified		
REFERENCED CLAUSES:	14.5	Where, following the ratification date of this Agreement, Parliament enacts Legislation providing:	
	14.5.1	taxation powers to an Indian government other than those provided for in this Agreement; or	
	14.5.2	tax exemptions for an Indian government, or an entity owned by an Indian government, other than those provided for in this Agreement,	
		Canada shall, upon the request in writing of the Kwanlin Dun First Nation, recommend Legislation to the appropriate legislative authority to provide the Kwanlin Dun First Nation with those other powers or exemptions on the same terms as are set out in the Legislation which provides the powers or exemptions to the other Indian government or entity.	
CROSS REFERENCES:	None identified		

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Monitor and research desirability of incorporating tax powers or exemptions as provided to other Indian governments through federal Legislation.	At discretion
KDFN	Make request in writing for Canada to recommend Legislation.	After federal Legislation regarding Indian government taxation powers or tax exemptions is enacted
Canada	Recommend taxation Legislation to appropriate legislative authority.	After request by KDFN

PLANNING ASSUMPTIONS

1. Canada and KDFN will discuss and attempt to reach agreement on the terms of the Legislation prior to Canada recommending the Legislation.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Taxation agreement between Yukon and KDFN	
RESPONSIBLE PARTY:	KDFN, Yukon	
PARTICIPANT / LIAISON:	Canada	
REFERENCED CLAUSES:	14.6	The Yukon Minister of Finance may enter into taxation agreements with the Kwanlin Dun First Nation.
CROSS REFERENCES:	26.0 (all)	

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon, KDFN	Notify other party of intent to enter into a taxation agreement pursuant to 14.6.	At discretion
KDFN	Research and develop policies regarding taxation.	At discretion
KDFN, Yukon, Canada	If KDFN and Yukon Minister of Finance decide to enter into negotiation of taxation agreements pursuant to 14.6, prepare work plan identifying time lines and resources for negotiations.	Prior to negotiations
Canada	Provide funding as agreed to in the work plan.	Within 60 days of work plan completion, or as soon thereafter as the parties agree is reasonable
Yukon, KDFN	Negotiate taxation agreements.	In accordance with the work plan

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the KDFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the KDFN in taxation agreement negotiations. This funding shall be set out in a budget identified in the work plan negotiated with Canada prior to the negotiations.
2. Canada shall provide to Yukon a level of funding to be negotiated by Canada and Yukon to support Yukon's participation in the negotiation of the taxation agreements contemplated by the KDFNSGA.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Consultation regarding the establishment of an assessment and taxation regime for the Pipeline and the apportioning of the Yukon Property Tax relating to the Pipeline
RESPONSIBLE PARTY:	Yukon, KDFN
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>14.7.4 the Yukon shall Consult with the Kwanlin Dun First Nation and any other affected Yukon First Nation on the establishment of the assessment and taxation regime for the Pipeline and the apportioning, as between themselves, of the Yukon Property Tax;</p> <p>14.7.5 the assessment and taxation regime shall:</p> <p style="padding-left: 40px;">14.7.5.1 take into account the assessment and taxation regimes for similar projects in other jurisdictions in Canada;</p> <p style="padding-left: 40px;">14.7.5.2 include a fair and equitable method to apportion the Yukon Property Tax payable for the part of the Pipeline on Settlement Land and the portions which are not on Settlement Land; and</p> <p style="padding-left: 40px;">14.7.5.3 provide for consistent, non-discriminatory assessment methods and tax rates for all parts of the Pipeline regardless of whether those parts are located on Settlement Land or Non-Settlement Land;</p> <p>14.7.6 subject to 14.7.3, a dispute respecting the assessment and taxation regime, including the apportionment of Yukon Property Tax payable on Settlement Land and on Non-Settlement Land, may be referred by the Kwanlin Dun First Nation or the Yukon to dispute resolution under 26.4.0 of the Final Agreement; and</p> <p>14.7.7 a dispute not resolved pursuant to 26.4.0 may be referred to dispute resolution under 26.7.0 of the Final Agreement upon agreement of the Kwanlin Dun First Nation and the Yukon.</p>
CROSS REFERENCES:	14.7, 14.7.1, 14.7.2, 14.7.3

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon	Provide KDFN with details of proposed assessment and taxation regime for the Pipeline, and the apportioning of Yukon Property Tax.	As soon as practicable
KDFN	Review proposal. Prepare and present views.	Within a reasonable time as indicated by Yukon

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon	Provide full and fair consideration to views presented.	Within a reasonable time following receipt of KDFN views
Yukon	Establish assessment and taxation regime. Notify KDFN of outcome.	

If dispute arises with respect to the regime established:

Yukon or KDFN	Refer dispute to mediation process under KDFNFA 26.4.0.	As necessary
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If mediation does not resolve dispute:

Yukon and KDFN	Refer dispute to arbitration under KDFNFA 26.7.0.	As necessary
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**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Taxation of KDFN “subsidiaries”	
RESPONSIBLE PARTY:	KDFN	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	15.3	No tax shall be payable under the <u>Income Tax Act</u> (Canada) for a taxation year on the income, property or capital of a corporation, in this clause referred to as "the subsidiary", where, at all times during the year:
	15.3.1	all the shares and capital of the subsidiary are owned by the Kwanlin Dun First Nation or by another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4 and 15.3.5;
	15.3.2	no part of the earnings of the subsidiary are available to any person other than the Kwanlin Dun First Nation or to another subsidiary that satisfies the requirements of 15.3.1, 15.3.2, 15.3.3, 15.3.4 and 15.3.5;
	15.3.3	all of the real property and all or substantially all of the tangible personal property of the subsidiary is, or is situated on, Settlement Land;
	15.3.4	the subsidiary did not carry on any business other than a business carried on by it on Settlement Land, the primary purpose of which was to provide goods or services to Citizens or residents of Settlement Land, provided that any revenue arising from the provision of goods or services to persons other than Citizens or residents of Settlement Land comprises only an incidental portion of the total revenue from the business; and
	15.3.5	the subsidiary was not a Settlement Corporation established pursuant to Chapter 20 of the Final Agreement.
CROSS REFERENCES:	None identified	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Maintain share register.	As required

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Refund of goods and services tax paid by claimant on expenditures relating to self-government activities within Settlement Land
RESPONSIBLE PARTY:	Kwanlin Dun First Nation, or a trust, board, commission or similar body established by Kwanlin Dun First Nation, or a corporation wholly owned by any such entity or by a combination thereof ("claimant")
PARTICIPANT / LIAISON:	Canada (Canada Revenue Agency ("CRA"))
REFERENCED CLAUSES:	<p>15.7 The Kwanlin Dun First Nation, or a trust, board, commission or similar body established by the Kwanlin Dun First Nation, or a corporation wholly owned by any such entity or by a combination thereof (each of which is referred to in 15.7 to 15.11 as the "claimant"), may claim a refund of any tax paid by the claimant under subsection 165(1) or sections 212 or 218 of Part IX of the <u>Excise Tax Act</u> (Canada) that is not otherwise recoverable by the claimant under any law, to the extent that the property or service in respect of which the tax was paid was acquired by the claimant:</p> <p>15.7.1 for consumption or use in the course of exercising the powers of government within Settlement Land authorized under this Agreement, Self-Government Legislation, its Final Agreement or Settlement Legislation; and</p> <p>15.7.2 not for consumption, use or supply in the course of any business or other activity engaged in by the claimant for profit or gain.</p> <p>15.8 A refund of tax under 15.7 will not be paid to a claimant referred to in that clause unless, at the time at which the tax is paid;</p> <p>15.8.1 all of the claimant's real property and all or substantially all of the claimant's tangible personal property is, or is situated on, Settlement Land; and</p> <p>15.8.2 the claimant does not engage in any business or other activity for profit or gain, other than a business or an activity, engaged in by the claimant on Settlement Land, the primary purpose of which is to provide goods or services to the Kwanlin Dun First Nation, Citizens, individuals resident on Settlement Land, or corporations wholly owned by the Kwanlin Dun First Nation or by Citizens, or such other businesses or activities as the Parties may from time to time agree.</p> <p>15.9 A refund of tax under 15.7 will not be paid unless an application for the refund is filed with the Canada Revenue Agency within four years after the tax is paid.</p>
CROSS REFERENCES:	5.2, 15.10, 15.11, 15.12

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
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RESPONSIBILITY	ACTIVITIES	TIMING
Claimant	Request information regarding procedures to claim refund of any tax paid under subsection 165(1) or sections 212 or 218 of Part IX of the <u>Excise Tax Act</u> (Canada), pursuant to 15.7 and 15.8 of KDFNSGA.	As necessary
Canada (CRA)	Provide to claimant the necessary application forms and instructions for filing application for refund of tax.	As soon as practicable
Claimant	File application with the CRA for a refund of tax.	Within four years of paying or remitting the tax
Canada (CRA)	Process application.	As soon as practicable
Canada (CRA)	If claimant entitled to refund, make payment to claimant.	As soon as practicable
Claimant	If dissatisfied with the outcome of the application, appeal to the CRA.	As necessary, in accordance with CRA appeal procedures

PLANNING ASSUMPTIONS

1. At the date of the preparation of this document, CRA has developed a form and filing procedures for rebate claims from self-governing Yukon First Nations. The form is identified as GST66 - "Application for GST/HST Public Service Bodies' Rebate and GST Self-Government Refund", and the accompanying guide is identified as GST/HST RC4043(E) Rev. 2000 - "GST/HST Public Service Bodies' Rebate".

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Negotiation of terms of a new KDFNSGFTA
RESPONSIBLE PARTY:	KDFN, Canada
PARTICIPANT / LIAISON:	Yukon
REFERENCED CLAUSES:	16.13 At least one year prior to the date of expiry of the then current self-government financial transfer agreement Canada and the Kwanlin Dun First Nation shall begin negotiating the terms of a new self-government financial transfer agreement. Until a new agreement has been concluded, the financing provisions of the expiring self-government financial transfer agreement, other than those dealing with start-up and one-time cost, shall continue for a further two years or for such period as may be agreed by Canada and the Kwanlin Dun First Nation.
CROSS REFERENCES:	6.9, 6.9.2, 16.1, 16.15, 16.16, 24.1, 24.4, 24.5; KDFNSGFTA 14.6, 14.7

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN, Canada	Prepare for and commence negotiations of a new KDFNSGFTA pursuant to the provisions in KDFNSGA 16.0.	At least one year prior to the expiry of the then current KDFNSGFTA, and in sufficient time to complete the negotiation of a subsequent KDFNSGFTA
KDFN, Canada	Attempt to conclude negotiations.	Prior to the expiry of the then current KDFNSGFTA, in accordance with KDFNSGFTA 14.6

If negotiations are not concluded prior to the expiry of the then current KDFNSGFTA:

KDFN, Canada	Continue current KDFNSGFTA for a further 2 years or for such period as may be agreed by Canada and KDFN.	As necessary, in accordance with KDFNSGFTA 14.7
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KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN

ANNEX A

PROJECT:	Negotiation of assumption of responsibilities by KDFN pursuant to 17.1	
RESPONSIBLE PARTY:	KDFN, Government	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	17.1	During the term of a self-government financial transfer agreement the Kwanlin Dun First Nation and Government shall negotiate the assumption of responsibility by the Kwanlin Dun First Nation for the management, administration and delivery of any program or service within the jurisdiction of the Kwanlin Dun First Nation, whether or not the Kwanlin Dun First Nation has enacted a law respecting such matter.
	17.2	The Kwanlin Dun First Nation may notify Government within 90 days after the Effective Date of its priorities for negotiations pursuant to 17.1 for the current fiscal year, and shall notify Government by March 31st of each year of its priorities for negotiations pursuant to 17.1 for the fiscal year beginning April 1st of that year. Within 60 days of receipt of such notification, the Parties shall prepare a workplan to address the priorities identified by the Kwanlin Dun First Nation for negotiation. The workplan shall identify timelines and resources available for negotiations.
CROSS REFERENCES:	16.0 (all), 17.3 (all), 17.4, 17.5, 17.6, 18.0 (all), 24.2, 24.2.2, 24.3, 24.4, 24.5; KDFNFA 26.4.0 (all); KDFNSGA Plan paragraph 3.6.1	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Research areas where KDFN wishes to assume responsibility for the management, administration and delivery of any program or service within the jurisdiction of the KDFN.	At discretion
<u>In the First Year in which the KDFNSGA is in effect:</u>		
KDFN	At discretion, notify Government of priorities for program or services transfer negotiations for that fiscal year.	Within 90 days of Effective Date
KDFN, Government	Prepare work plan identifying time lines and resources for negotiations.	Within 60 days of notification by KDFN
Canada	Provide funding as agreed to in the work plan.	Within 60 days of work plan completion, or as soon thereafter as the parties agree is reasonable
KDFN, Government	Negotiate program or service transfer and prepare implementation plan pursuant to KDFNSGA 17.4.	Pursuant to the work plan

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN, Canada	Negotiate funding agreement in accordance with KDFNSGA 17.5 or 17.6.	Pursuant to the work plan
<u>After Effective Date:</u>		
KDFN	Notify Government of priorities for negotiations for next fiscal year.	By March 31 each year
KDFN, Government	Prepare work plan identifying time lines and resources for negotiations.	Within 60 days of notification by KDFN
Canada	Provide funding as agreed to in the work plan.	Within 60 days of work plan completion, or as soon thereafter as the parties agree is reasonable
KDFN, Government	Negotiate program or service transfer and prepare implementation plan pursuant to KDFNSGA 17.4.	Pursuant to the work plan
KDFN, Canada	Negotiate funding agreement in accordance with KDFNSGA 17.5 or 17.6.	Pursuant to the work plan

PLANNING ASSUMPTIONS

1. Pursuant to 3.6 of the KDFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the KDFN in program or service transfer negotiations pursuant to 17.1. This funding shall be set out in a budget identified in the work plan negotiated with Canada prior to the negotiations.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Government of Yukon financial contributions
RESPONSIBLE PARTY:	Yukon, Canada
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>18.1 The contribution of the Yukon shall be subtracted from the expenditure base of any fiscal transfer arrangement in effect at the time, and shall be calculated by Government to be the aggregate of the following:</p> <p>18.1.1 the savings in expenditures realized by the Yukon as a result of the assumption by the Kwanlin Dun First Nation of responsibility for programs and services, taking into account efficiency and economy as well as losses in efficiency that result from the Yukon's continuing responsibility for such programs and services; minus</p> <p>18.1.2 an amount equal to losses in tax revenues resulting from the Kwanlin Dun First Nation occupying tax room previously occupied by the Yukon, but only if the revenue capacity associated with the tax room previously occupied by the Yukon remains included in the revenue capacity of the Yukon for the purpose of determining the federal fiscal transfer; minus</p> <p>18.1.3 the monetary value of technical assistance and other contributions in kind provided by the Yukon; as well as</p> <p>18.1.4 any other factors as Canada and the Yukon may agree,</p> <p>but in all cases, the Yukon shall continue to have the capacity to provide to Yukon residents the services for which it remains responsible, at a level or quality comparable to those prevailing prior to assumption of responsibility by the Kwanlin Dun First Nation for the programs and services.</p> <p>18.2 Any one-time net savings to the Yukon resulting from the assumption by the Kwanlin Dun First Nation of responsibilities shall be paid by the Yukon to Canada in instalments of an amount and in accordance with a schedule to be agreed upon.</p> <p>18.3 The calculation of net savings pursuant to 18.0 shall be made solely at the time that the Kwanlin Dun First Nation initially assumes responsibility for that program or service or part thereof.</p> <p>18.4 Should there be no fiscal transfer arrangement as contemplated in 18.1 that is in effect at the time, then the Yukon contribution shall be provided for under an agreement to be negotiated by Canada and the Yukon, and shall be based on the stipulations enumerated in 18.1.</p>

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
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CROSS REFERENCES: 24.2, 24.2.1

RESPONSIBILITY	ACTIVITIES	TIMING
Yukon, Canada	Calculate Yukon contribution and make financial adjustments in accordance with KDFNSGA 18.0 (all).	As the parties agree

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN ANNEX A

PROJECT:	Consideration of revenue capacity associated with tax base	
RESPONSIBLE PARTY:	KDFN, Canada	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	19.1	If the Kwanlin Dun First Nation has access to a tax base, the revenue capacity associated with that tax base may be considered in determining the level of funding to be received pursuant to the Kwanlin Dun First Nation self-government financial transfer agreement, provided that: <ul style="list-style-type: none"> 19.1.1 the revenue capacity associated with the tax base will be subject to offset at a ratio of less than 1:1; 19.1.2 any such revenue capacity shall be excluded entirely from such consideration for a period of two years following the date that the Kwanlin Dun First Nation obtains access to that tax base; and 19.1.3 the tax rate or rates used to measure revenue capacity during a further period beyond the initial two years shall take into account the capability of the Kwanlin Dun First Nation to exploit that tax base.
CROSS REFERENCES:	14.0 (all), 16.3 (all), 16.13	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN and Canada	Estimate and agree upon the revenue capacity of the tax base.	Prior to two years following KDFN's access to tax base
KDFN and Canada	Determine and agree upon the capability of the KDFN to exploit that tax base.	As required

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Establishment and maintenance of a register of laws
RESPONSIBLE PARTY:	KDFN
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	21.1 The Kwanlin Dun First Nation shall maintain at its principal administrative offices a register of all laws enacted by the Kwanlin Dun First Nation.
CROSS REFERENCES:	13.0, 14.1, 21.3, 21.4

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Establish register of laws.	Upon enactment of the first law
KDFN	Maintain laws and amendments in KDFN register.	As required

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PROJECT:	Establishment of a central registry of constitutions and laws	
RESPONSIBLE PARTY:	KDFN, other YFNs	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	21.2	The Kwanlin Dun First Nation shall enter into negotiations with other Yukon First Nations with a view to concluding an agreement to establish a central registry of constitutions and laws enacted by Yukon First Nations.
CROSS REFERENCES:	21.3, 21.4	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN, other YFNs	Negotiate to establish central registry.	As the parties agree
KDFN, other YFNs	Maintain constitutions, laws and amendments in central registry.	As required

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PROJECT:	Development of a list of KDFN Citizens	
RESPONSIBLE PARTY:	KDFN	
PARTICIPANT / LIAISON:	Canada, Yukon	
REFERENCED CLAUSES:	21.5	The Kwanlin Dun First Nation shall forward to Government a list of Citizens and any alterations to that list forthwith after they occur.
CROSS REFERENCES:	10.1.1	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Maintain system to record Citizens.	Ongoing
KDFN	Provide list to Canada and Yukon.	As soon as practicable following Effective Date
KDFN	Provide revised list to Canada and Yukon as alterations occur.	As necessary

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PROJECT:	Preparation, maintenance and publishing of KDFN accounts	
RESPONSIBLE PARTY:	KDFN	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	22.1	The Kwanlin Dun First Nation shall prepare, maintain and publish its accounts in a manner consistent with the standards generally accepted for governments in Canada.
CROSS REFERENCES:	10.1.3	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Prepare, maintain and publish accounts in a manner consistent with the standards generally accepted for governments in Canada.	As required

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PROJECT:	Resolution of dispute over the terms of the KDFNSGFTA	
RESPONSIBLE PARTY:	KDFN, Canada	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	24.1	If the Kwanlin Dun First Nation and Canada do not agree to the terms of a self-government financial transfer agreement provided for in 16.0, either may refer the matter to mediation under 26.4.0 of the Final Agreement.
	24.4	The parties to a dispute described in 24.1 to 24.3 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement and the arbitrator shall have the authority provided in 26.7.3 of the Final Agreement to resolve the dispute.
CROSS REFERENCES:	16.0 (all), 24.2, 24.3, 24.5; KDFNFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN or Canada	At discretion, refer dispute over the terms of the KDFNSGFTA to mediation process, under KDFNFA 26.4.0.	As necessary
KDFN, Canada	Prepare for mediation.	As necessary
KDFN, Canada	Participate in mediation process.	As necessary
KDFN, Canada	If mediation does not resolve dispute and parties agree, refer dispute to arbitration under KDFNFA 26.7.0.	As necessary
KDFN, Canada	Prepare for arbitration.	As necessary
KDFN, Canada	Participate in arbitration process.	As necessary

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PROJECT:	Resolution of dispute in program or service transfer negotiations, or over contributions of Yukon		
RESPONSIBLE PARTY:	KDFN, Canada, Yukon		
PARTICIPANT / LIAISON:	None identified		
REFERENCED CLAUSES:	24.2	If the Kwanlin Dun First Nation, Canada, or the Yukon do not agree:	
	24.2.1	to the calculation of the contribution of the Yukon provided for in 18.1; or	
	24.2.2	in the negotiations for the transfer of programs or services provided for in 17.0,	
		any of the Parties may refer the matter to mediation under 26.4.0 of the Final Agreement.	
	24.4	The parties to a dispute described in 24.1 to 24.3 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement and the arbitrator shall have the authority provided in 26.7.3 of the Final Agreement to resolve the dispute.	
CROSS REFERENCES:	17.0 (all), 18.0 (all), 24.1, 24.3, 24.5; KDFNFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)		

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN and/or Canada and/or Yukon	At discretion of any of the parties, refer dispute regarding program or service transfer negotiations or contributions of Yukon to mediation process under KDFNFA 26.4.0.	As necessary
The parties to the dispute	Prepare for mediation.	As necessary
The parties to the dispute	Participate in mediation processes.	As necessary
The parties to the dispute	If mediation does not resolve dispute and parties agree, refer dispute to arbitration under KDFNFA 26.7.0.	As necessary
The parties to the dispute	Prepare for arbitration.	As necessary
The parties to the dispute	Participate in arbitration process.	As necessary

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PROJECT:	Resolution of dispute not covered by KDFNSGA 24.1 or 24.2	
RESPONSIBLE PARTY:	KDFN, Canada, Yukon	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	24.3	Except as provided elsewhere in this Agreement, a dispute respecting this Agreement among the Kwanlin Dun First Nation, Canada or the Yukon may be referred to mediation under 26.4.0 of the Final Agreement upon agreement of the parties to the dispute.
	24.4	The parties to a dispute described in 24.1 to 24.3 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement and the arbitrator shall have the authority provided in 26.7.3 of the Final Agreement to resolve the dispute.
CROSS REFERENCES:	24.1, 24.2, 24.5; KDFNFA 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)	

RESPONSIBILITY	ACTIVITIES	TIMING
The parties to the dispute	If the parties to the dispute agree, refer dispute to mediation process under KDFNFA 26.4.0.	As necessary
The parties to the dispute	Prepare for mediation.	As necessary
The parties to the dispute	Participate in mediation process.	As necessary
The parties to the dispute	If mediation does not resolve dispute and the parties to the dispute agree, refer dispute to arbitration under KDFNFA 26.7.0.	As necessary
The parties to the dispute	Prepare for arbitration.	As necessary
The parties to the dispute	Participate in arbitration process.	As necessary

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PROJECT:	Dispute resolution with respect to compatible land use
RESPONSIBLE PARTY:	KDFN, Yukon
PARTICIPANT / LIAISON:	Municipality
REFERENCED CLAUSES:	<p>25.2 The Kwanlin Dun First Nation and the Yukon or a municipality within the Traditional Territory may establish a joint planning structure to develop or recommend amendments to a territorial, municipal or Kwanlin Dun First Nation community plan or area development land use plan, or to carry out other activities to promote compatible land use.</p> <p>25.3 Where a proposed land use of Non-Settlement Land may have significant impact on the land use of adjacent Settlement Land described in Appendix A, the Yukon or the affected municipality, as the case may be, shall Consult with the Kwanlin Dun First Nation for the purpose of resolving an actual or potential incompatibility in land use of the Non-Settlement Land and the adjacent Settlement Land described in Appendix A.</p> <p>25.5 Where a proposed land use of Settlement Land described in Appendix A may have a significant impact on the land use of adjacent Non-Settlement Land, the Kwanlin Dun First Nation shall Consult with the Yukon or the affected municipality as the case may be, for the purpose of resolving an actual or potential incompatibility in land use of the Settlement Land described in Appendix A and the adjacent Non-Settlement Land.</p> <p>25.9 Where Consultation pursuant to 25.3 or 25.5 does not resolve an actual or potential incompatibility in land use, the Kwanlin Dun First Nation, the Yukon or the affected municipality may refer the matter to dispute resolution pursuant to 26.4.0 of the Final Agreement.</p> <p>25.10 The parties to a dispute referred to dispute resolution pursuant to 25.9 which is not resolved by mediation under 26.6.0 of the Final Agreement may agree to refer the dispute to arbitration under 26.7.0 of the Final Agreement.</p> <p>25.11 An arbitrator appointed to hear a dispute pursuant to 25.9 shall have the authority as set out in 26.7.3 of the Final Agreement and the authority to make recommendations to a party to the dispute to:</p> <p>25.11.1 change or vary an existing or proposed land use;</p> <p>25.11.2 modify a land use plan or area development regulation; and</p> <p>25.11.3 prepare a new zoning by-law or amend an existing zoning by-law.</p>

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CROSS REFERENCES: 25.1, 25.4, 25.6, 25.7, 25.8 (all), 25.12, 25.13; KDFNFA Chapter 12, 26.4.0 (all), 26.6.0 (all), 26.7.0 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN and Yukon or municipality as appropriate	If parties agree, establish a joint planning structure.	As necessary
KDFN, Yukon or municipality as appropriate	Notify other party where a proposed land use may have a significant impact on adjacent land use. Provide details.	As necessary
KDFN, Yukon or municipality as appropriate	Prepare and present views.	Within a reasonable time period as indicated by proposing party
KDFN, Yukon or municipality as appropriate	Provide full and fair consideration of views and consider Intended use of adjacent land.	After views presented
KDFN, Yukon or municipality as appropriate	If Consultation does not resolve actual or potential incompatibility in land use, at discretion refer dispute to dispute resolution pursuant to KDFNFA 26.4.0.	As necessary
KDFN and Yukon or municipality as appropriate	At discretion, prepare and participate in mediation.	As necessary
KDFN, Yukon or municipality as appropriate	If dispute not resolved by mediation, at discretion and by agreement, refer the dispute to arbitration.	As necessary
KDFN, Yukon or municipality as appropriate	Prepare and participate in arbitration.	As necessary
KDFN, Yukon or municipality as appropriate	Comply with any decision or order of the arbitrator pursuant to KDFNFA 26.7.3 and consider recommendations pursuant to KDFNSGA 25.11.	As required

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN

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PROJECT:	Agreements to provide for municipal or local government services, joint planning and zoning, and the exercise of Self-Government powers pursuant to 28.0
RESPONSIBLE PARTY:	KDFN, other YFN, Government or municipality
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	26.2.1 The Kwanlin Dun First Nation may enter into agreements with another Yukon First Nation, a municipality, or Government, to provide for such matters as municipal or local government services, joint planning, zoning or other land use control.
CROSS REFERENCES:	26.2.2 (all), 28.1

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN, other YFN, Government or municipality	At discretion, identify need for agreements to provide for such matters as municipal or local government services, joint planning and zoning, or other land use control and the power of Kwanlin Dun First Nation to enact laws in relation to the matters described in Part 1 of KDFNSGA Appendix B in respect of the Settlement Land described in Parts 2 and 3 of that Appendix.	As necessary
KDFN, other YFN, Government or municipality	If parties agree, negotiate agreement(s) in accordance with KDFNSGA 26.2.	As agreed
KDFN, other YFN, Government or municipality	Implement agreement(s).	In accordance with agreement(s)

PLANNING ASSUMPTIONS

1. It is acknowledged that long term agreements provide stability and allow for multi-year operational planning. It is acknowledged that the parties' ability to enter into long term arrangements may be subject to limitations.

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PROJECT:	Establishment of common administrative and planning structures	
RESPONSIBLE PARTY:	KDFN, Government	
PARTICIPANT / LIAISON:	None identified	
REFERENCED CLAUSES:	27.1	The Kwanlin Dun First Nation and Government may agree to develop a process for consulting affected residents regarding the establishment of common administrative and planning structures for part or all of the Traditional Territory.
	27.2	Where affected residents have been consulted through a process developed pursuant to 27.1 and the Kwanlin Dun First Nation or Government is satisfied that affected residents support the establishment of a common administrative and planning structure, the Kwanlin Dun First Nation or Government, as the case may be, may request the other party to enter into negotiations respecting the establishment of a common administrative and planning structure.
	27.3	In the negotiations referred to in 27.2, the Kwanlin Dun First Nation and Government may agree to establish a common administrative and planning structure within part or all of the Traditional Territory.
	27.4	A common administrative and planning structure established pursuant to 27.3 shall:
	27.4.1	remain under the control of all residents of the Traditional Territory or any agreed upon portion of the Traditional Territory; and
	27.4.2	include direct representation by the Kwanlin Dun First Nation.
	27.5	The Kwanlin Dun First Nation and Government may agree to delegate responsibilities to a common administrative and planning structure established pursuant to 27.3.
	27.6	An agreement pursuant to 27.3 to establish a common administrative and planning structure may include provisions respecting:
	27.6.1	the detailed powers and responsibilities of the common administrative and planning structure;
	27.6.2	the exact manner by which the common administrative and planning structure shall be created;
	27.6.3	a process to ensure that the common administrative and planning structure is accountable to all residents of the Traditional Territory or to all residents in any agreed upon portion of the Traditional Territory;

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- 27.6.4 the manner in which the representatives to a common administrative and planning structure shall be selected or elected;
- 27.6.5 a detailed implementation plan;
- 27.6.6 financial and cost-sharing arrangements; and
- 27.6.7 such other matters as the Kwanlin Dun First Nation and Government may agree.

CROSS REFERENCES: 12.1 (all), 12.2 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN, Government	If the parties agree, develop a process for consulting affected residents regarding the establishment of common administrative and planning structures.	As necessary
KDFN or Government	Where one party is satisfied that affected residents support the establishment of a common administrative and planning structure, at discretion, request that the other party enter into negotiations.	After consultation
KDFN, Government	If the parties agree to enter into negotiations, prepare work plan identifying time lines and resources for negotiations.	Within 60 days after request, or as soon thereafter as the parties agree is reasonable
Canada	Provide funding as agreed to in the work plan.	Within 60 days of work plan completion, or as soon thereafter as the parties agree is reasonable
KDFN, Government	Negotiate common administrative and planning structures pursuant to KDFNSGA 27.0.	In accordance with the work plan

PLANNING ASSUMPTIONS

- Pursuant to 3.6 of the KDFNSGA Plan, Canada shall provide a negotiated level of funding for the participation of the KDFN in negotiations respecting common administrative and planning structures. This funding shall be set out in a budget identified in the work plan negotiated with Canada prior to the negotiations.

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PROJECT:	Adoption of Laws in Relation to a Public Health and Safety Power on a Type 2 Parcel
RESPONSIBLE PARTY:	KDFN, City of Whitehorse, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>28.6.1 If the Kwanlin Dun First Nation proposes to enact a law in relation to a Public Health and Safety Power in respect of a Whitehorse Type 2 Parcel, it shall do so by adopting the Yukon Law or City of Whitehorse Law in effect from time to time and shall delegate the administration and enforcement of that law to the Yukon or the City of Whitehorse, whichever has responsibility for the law in question.</p> <p>28.6.2 If the Kwanlin Dun First Nation proposes to enact a law in relation to a Public Health and Safety Power in respect of a Marsh Lake Type 2 Parcel, it shall do so by adopting the Yukon Law in effect from time to time and shall delegate the administration and enforcement of that law to the Yukon.</p> <p>28.6.3 A delegation referred to in 28.6.1 or 28.6.2 may not be withdrawn by the Kwanlin Dun First Nation without the written agreement of the delegate.</p> <p>28.6.4 For greater certainty, an adoption of a law by the Kwanlin Dun First Nation pursuant to 28.6.1 or 28.6.2 includes any amendment to, replacement of, or repeal of the adopted law from time to time without further action by the Kwanlin Dun First Nation.</p> <p>28.6.5 In order to facilitate the efficient administration of laws, the Kwanlin Dun First Nation shall, at least 90 days prior to enacting a law which adopts either a Yukon Law or City of Whitehorse Law, provide written notice to the Yukon or the City of Whitehorse, whichever has responsibility for the law in question, of its intention to adopt the law.</p>
CROSS REFERENCES:	13.6.0 (all), 28.4 (all), 28.6.6, 28.6.7, Appendix B Part II

RESPONSIBILITY	ACTIVITIES	TIMING
<u>If KDFN proposes to enact a law in relation to a Public Health and Safety Power in respect of a Type 2 Parcel:</u>		
KDFN	Provide written notice to the Yukon or City of Whitehorse, whichever has jurisdiction, of its intention to adopt a Yukon Law or City of Whitehorse Law.	At least 90 days prior to enacting the law
KDFN	Adopt a Yukon Law or City of Whitehorse Law, and delegate administration and enforcement of that law to the Yukon or the City of Whitehorse.	No earlier than one year after the Effective Date

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PROJECT:	Enactment of laws in Relation to a Public Health and Safety Power on a Type 2 Parcel, where Yukon or City of Whitehorse Law is not in force
RESPONSIBLE PARTY:	KDFN, City of Whitehorse, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>28.7.3 The Kwanlin Dun First Nation shall provide a draft copy of any law it proposes to enact to:</p> <p>28.7.3.1 the Yukon and the City of Whitehorse, if the proposed law is pursuant to 28.7.1; or</p> <p>28.7.3.2 the Yukon, if the proposed law is pursuant to 28.7.2,</p> <p>at least 60 days prior to enacting the law.</p> <p>28.7.4 Following receipt of a draft law referred to in 28.7.3.1, the Yukon and the City of Whitehorse shall determine which of them is the Applicable Authority in respect of the matter and the Applicable Authority shall advise the Kwanlin Dun First Nation of the determination.</p> <p>28.7.5 Within 60 days of receipt of the proposed Kwanlin Dun First Nation law, the Applicable Authority shall advise the Kwanlin Dun First Nation in writing:</p> <p>28.7.5.1 whether it intends to pass a law in relation to the matter; and</p> <p>28.7.5.2 whether it has any concerns with respect to the proposed Kwanlin Dun First Nation law.</p> <p>28.7.6 If the Applicable Authority does not advise the Kwanlin Dun First Nation in accordance with 28.7.5 that it either:</p> <p>28.7.6.1 intends to enact a law in relation to the matter; or</p> <p>28.7.6.2 has concerns with respect to the proposed law,</p> <p>the Kwanlin Dun First Nation may enact the proposed law.</p> <p>28.7.7 Unless otherwise agreed by the Applicable Authority and the Kwanlin Dun First Nation, if the Applicable Authority advises the Kwanlin Dun First Nation in accordance with 28.7.5 that it intends to enact a law in relation to the matter:</p> <p>28.7.7.1 within one year, if the Applicable Authority is the Yukon; or</p> <p>28.7.7.2 within six months, if the Applicable Authority is the City of Whitehorse,</p> <p>then subject to 28.7.8, the Kwanlin Dun First Nation shall not enact its proposed law.</p>

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- 28.7.8 If the Applicable Authority fails to have in force a law within the time specified in 28.7.7.1 or 28.7.7.2, as the case may be, then the Kwanlin Dun First Nation may enact its proposed law.
- 28.7.9 If the Applicable Authority advises the Kwanlin Dun First Nation in accordance with 28.7.5 that it has concerns with the proposed law, then the Applicable Authority and the Kwanlin Dun First Nation shall meet and endeavour to resolve the concerns and, subject to 28.7.11, the Kwanlin Dun First Nation shall not enact the proposed law.
- 28.7.10 If the concerns of the Applicable Authority are not resolved pursuant to 28.7.9, the Applicable Authority may, within 90 days after the Applicable Authority advises the Kwanlin Dun First Nation that it has concerns with the proposed law, refer the matter to an arbitrator under 26.7.0 of the Final Agreement for a declaration as to whether the proposed law complies with 28.7.1 in the case of a Whitehorse Type 2 Parcel or 28.7.2 in the case of a Marsh Lake Type 2 Parcel.
- 28.7.11 Unless otherwise agreed by the Kwanlin Dun First Nation and the Applicable Authority, if:
- 28.7.11.1 the concerns of the Applicable Authority are resolved pursuant to 28.7.9; or
 - 28.7.11.2 the concerns of the Applicable Authority are not resolved pursuant to 28.7.9 and the Applicable Authority does not refer the matter to an arbitrator in accordance with 28.7.10; or
 - 28.7.11.3 an arbitrator makes a declaration that the proposed law complies with 28.7.1 in the case of a Whitehorse Type 2 Parcel or 28.7.2 in the case of a Marsh Lake Type 2 Parcel,
- then the Kwanlin Dun First Nation may enact its proposed law.

CROSS REFERENCES: 13.6.0 (all), 28.4 (all), 28.6.5, 28.7.1, 28.7.2, 28.7.12, 28.7.13, 28.7.14, Appendix B Part II

RESPONSIBILITY	ACTIVITIES	TIMING
<u>If KDFN proposes to enact a law pursuant to 28.7.1:</u>		
KDFN	Provide a draft copy of proposed law to City of Whitehorse and Yukon.	At least 60 days prior to enacting the law

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RESPONSIBILITY	ACTIVITIES	TIMING
Yukon and City of Whitehorse	Determine which of them is the Applicable Authority, and advise KDFN of determination.	As soon as practicable after KDFN provides proposed law
<u>If KDFN proposes to enact a law pursuant to 28.7.2:</u>		
KDFN	Provide a draft copy of proposed law to Yukon.	At least 60 days prior to enacting the law
Applicable Authority	Once Applicable Authority is determined, advise KDFN in writing if it intends to enact law in relation to the matter and whether it has any concerns with proposed KDFN law.	Within 60 days of receipt of proposed law
<u>If the Applicable Authority fails to respond pursuant to 28.7.5 or if the Applicable Authority advises that it does not intend to enact a law and does not have any concerns with KDFN proposed law:</u>		
KDFN	At discretion, proceed to enact the proposed law.	As required
<u>If Applicable Authority advises KDFN that it intends to enact a law:</u>		
Yukon (if it is the Applicable Authority)	Proceed to enact a Yukon Law in relation to the matter.	Within 1 year of advising KDFN of its intent to do so
City of Whitehorse (if it is the Applicable Authority)	Proceed to enact a City of Whitehorse Law in relation to the matter.	Within 6 months of advising KDFN of its intent to do so
<u>If the Applicable Authority has not enacted a law within time frames set out above, and the Applicable Authority has no concerns with the proposed KDFN law :</u>		
KDFN	At discretion, proceed to enact proposed law.	As required
<u>If Applicable Authority advises KDFN it has concerns with the KDFN proposed law:</u>		
KDFN and Applicable Authority	Meet and endeavour to resolve the concerns raised.	As required
<u>If concerns of the Applicable Authority are not resolved:</u>		
Applicable Authority	At discretion, refer the matter to arbitration under 26.7.0 of the Final Agreement.	Within 90 days after advising KDFN that it has concerns with the proposed law

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RESPONSIBILITY	ACTIVITIES	TIMING
<u>If the Applicable Authority's concerns are resolved pursuant to 28.7.9, or not resolved but the Applicable Authority does not refer the matter to arbitration under 26.7.0 of the Final Agreement, or if the arbitrator makes a declaration that the proposed KDFN law complies with 28.7.1 or 28.7.2 as the case may be:</u>		
KDFN	Unless otherwise agreed by KDFN and Applicable Authority, proceed to enact the proposed law.	As required

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PROJECT:	Yukon or City of Whitehorse Law subsequent to KDFN law		
RESPONSIBLE PARTY:	KDFN, City of Whitehorse (“City”), Yukon		
PARTICIPANT / LIAISON:	None identified		
REFERENCED CLAUSES:	28.7.15 Where the Kwanlin Dun First Nation enacts:		
	28.7.15.1	a law pursuant to 28.7.1 and a subsequent Yukon Law or City of Whitehorse Law is enacted in respect of the same matter; or	
	28.7.15.2	a law pursuant to 28.7.2 and a subsequent Yukon Law is enacted in respect of the same matter;	
		the Yukon or the City of Whitehorse, whichever has responsibility for the law in question, and the Kwanlin Dun First Nation shall meet to review the administration and enforcement of the law and determine what steps, if any, are required to address identified duplications or inconsistencies.	
CROSS REFERENCES:	13.6.0 (all), Appendix B Part II		

RESPONSIBILITY	ACTIVITIES	TIMING
<u>If KDFN enacts law, and subsequent Yukon Law or City of Whitehorse Law is enacted in respect of the matter:</u>		
KDFN and Yukon or City of Whitehorse	Meet to review the administration and enforcement of the laws and to determine what steps, if any, are required to address duplications or inconsistencies.	As soon as practicable after Yukon Law or City of Whitehorse Law is enacted

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PROJECT:	Enactment of laws in respect of Planning, Zoning and Land Development Power on a Type 2 Parcel
RESPONSIBLE PARTY:	KDFN, City of Whitehorse ("City"), Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>28.8.3 The Kwanlin Dun First Nation shall provide a draft copy of any law it proposes to enact to:</p> <p>28.8.3.1 the Yukon and the City of Whitehorse, if the proposed law is pursuant to 28.8.1; or</p> <p>28.8.3.2 the Yukon, if the proposed law is pursuant to 28.8.2, at least 60 days prior to enacting the law.</p> <p>28.8.4 Following receipt of a draft law in accordance with 28.8.3.1, the Yukon and the City of Whitehorse shall determine which of them is the Applicable Authority in respect of the matter and shall advise the Kwanlin Dun First Nation of the determination.</p> <p>28.8.5 Within 60 days of receipt of the proposed Kwanlin Dun First Nation law, the Applicable Authority shall advise the Kwanlin Dun First Nation in writing whether it has any concerns with respect to the proposed law.</p> <p>28.8.6 If the Applicable Authority does not advise the Kwanlin Dun First Nation in accordance with 28.8.5 that it has concerns with respect to the proposed law, the Kwanlin Dun First Nation may enact the proposed law.</p> <p>28.8.7 If the Applicable Authority advises the Kwanlin Dun First Nation in accordance with 28.8.5 that it has concerns with the proposed law, then the Applicable Authority and the Kwanlin Dun First Nation shall meet and endeavour to resolve the concerns and, subject to 28.8.9, the Kwanlin Dun First Nation shall not proceed to enact the proposed law.</p> <p>28.8.8 If the concerns of the Applicable Authority are not resolved pursuant to 28.8.7, the Applicable Authority may, within 90 days after the Applicable Authority advises the Kwanlin Dun First Nation that it has concerns with the proposed law, refer the matter to an arbitrator under 26.7.0 of the Final Agreement for a declaration as to whether the proposed law complies with 28.8.1 in the case of a Whitehorse Type 2 Parcel or 28.8.2 in the case of a Marsh Lake Type 2 Parcel.</p>

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- 28.8.9 Unless otherwise agreed by the Kwanlin Dun First Nation and the Applicable Authority, if:
- 28.8.9.1 the concerns of the Applicable Authority are resolved pursuant to 28.8.7; or
- 28.8.9.2 the concerns of the Applicable Authority are not resolved pursuant to 28.8.7 and the Applicable Authority does not refer the matter to an arbitrator in accordance with 28.8.8; or
- 28.8.9.3 an arbitrator makes a declaration that the proposed law complies with 28.8.1 in the case of a Whitehorse Type 2 Parcel or 28.8.2 in the case of a Marsh Lake Type 2 Parcel,
- then the Kwanlin Dun First Nation may enact its proposed law.

CROSS REFERENCES: 13.6.0 (all), 28.8.1, 28.8.2, 28.8.10, 28.8.11, 28.8.12, 28.8.13
Appendix B Part II

RESPONSIBILITY	ACTIVITIES	TIMING
<u>If KDFN proposes to enact a law pursuant to 28.8.1:</u>		
KDFN	Provide a draft copy of proposed law to City of Whitehorse and Yukon.	At least 60 days prior to enacting the law
Yukon and City of Whitehorse	Determine which of them is the Applicable Authority, and advise KDFN of determination.	As soon as practicable after KDFN provides proposed law
<u>If KDFN proposes to enact a law pursuant to 28.8.2:</u>		
KDFN	Provide a draft copy of proposed law to Yukon.	At least 60 days prior to enacting the law
Applicable Authority	Advise KDFN in writing whether it has any concerns with proposed KDFN law.	Within 60 days of receipt of proposed law
<u>If the Applicable Authority does not advise KDFN in accordance with 28.8.5 that it has concerns with respect to the proposed law:</u>		
KDFN	At discretion, proceed to enact the proposed law.	As required
<u>If Applicable Authority advises KDFN in accordance with 28.8.5 that it has concerns with the KDFN proposed law:</u>		
KDFN and Applicable Authority	Meet and endeavour to resolve the concerns raised.	As required

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RESPONSIBILITY	ACTIVITIES	TIMING
<u>If concerns of the Applicable Authority are not resolved:</u>		
Applicable Authority	At discretion, refer the matter to arbitration under 26.7.0 of the Final Agreement.	Within 90 days after advising KDFN that it has concerns with the proposed law
<u>If the Applicable Authority's concerns are resolved pursuant to 28.8.7, or not resolved but the Applicable Authority does not refer the matter to arbitration under 26.7.0 of the Final Agreement, or if the arbitrator makes a declaration that the proposed KDFN law complies with 28.8.1 or 28.8.2 as the case may be:</u>		
KDFN	Unless otherwise agreed by KDFN and Applicable Authority, proceed to enact the proposed law.	As required

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Process to vary the Land Use and Development Designations
RESPONSIBLE PARTY:	KDFN, City of Whitehorse (“City”), Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>28.9.1 The process to vary the Land Use and Development Designation applicable to a Whitehorse Type 2 Parcel or a Marsh Lake Type 2 Parcel shall be as follows:</p> <p>28.9.1.1 the City of Whitehorse shall be the Applicable Authority in respect of a Whitehorse Type 2 Parcel and the Yukon shall be the Applicable Authority in respect of a Marsh Lake Type 2 Parcel;</p> <p>28.9.1.2 the Kwanlin Dun First Nation shall provide written notice to the Applicable Authority identifying the Type 2 Parcel and the Land Use and Development Designation which it seeks to vary with its reasons as to why it is seeking such variation;</p> <p>28.9.1.3 the Applicable Authority and the Kwanlin Dun First Nation shall make reasonable efforts to reach a consensus with respect to a variation request;</p> <p>28.9.1.4 the Applicable Authority may provide for public consultation in respect of a variation request;</p> <p>28.9.1.5 if the Applicable Authority and the Kwanlin Dun First Nation are unable to reach a consensus with respect to a variation request within 90 days of receipt of the notice referred to in 28.9.1.2, the Kwanlin Dun First Nation or the Applicable Authority may refer the matter to an arbitrator under 26.7.0 of the Final Agreement;</p> <p>28.9.1.6 if a variation request is referred to arbitration under 28.9.1.5 the arbitrator shall consider the following factors in making a decision or order to allow or disallow the request:</p> <ul style="list-style-type: none">(a) the fundamental importance of Settlement Land to the social, economic, spiritual and cultural identity and future prosperity of the Kwanlin Dun First Nation;(b) whether a variation of the Land Use and Development Designation would have a significant adverse effect on the character or quality of life in the City of Whitehorse; and(c) whether a variation of the Land Use and Development Designation would have a significant adverse impact on the peaceful use and enjoyment of adjacent Non-Settlement Land.

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28.9.6 The Kwanlin Dun First Nation shall provide Canada and the Yukon if it was not the Applicable Authority with a copy of any changes to Land Use and Development Designations.

CROSS REFERENCES: 13.6.0 (all), 28.9.2, 28.9.3, 28.9.4, 28.9.5, Appendix B Part II

RESPONSIBILITY	ACTIVITIES	TIMING
<u>If KDFN seeks to vary a Land Use and Development Designation applicable to a Type 2 Parcel:</u>		
KDFN	Provide written notice to Applicable Authority identifying the Type 2 Parcel and the Land Use and Development Designation which it seeks to vary, together with reasons for seeking the variation.	As required
KDFN, Applicable Authority	Make reasonable efforts to reach a consensus with respect to variation request.	As soon as practicable after distribution of written notice referred to in 28.9.1.2
Applicable Authority	At discretion, provide for public consultation with respect to a variation request.	As required
<u>If KDFN and Applicable Authority are unable to reach a consensus with respect to a variation request:</u>		
KDFN or Applicable Authority	At discretion, refer the matter to an arbitrator under 26.7.0 of the Final Agreement.	Ninety days after receipt of written notice referred to in 28.9.1.2
KDFN	Provide Canada and, if it was not the Applicable Authority, the Yukon, with a copy of any changes to Land Use and Development Regulations.	As required

PLANNING ASSUMPTIONS

- For the purposes of this activity sheet, the City of Whitehorse shall be the Applicable Authority in respect of a Whitehorse Type 2 Parcel, and the Yukon shall be the Applicable Authority in respect of a Marsh Lake Type 2 Parcel.
- KDFN and the Applicable Authority may agree to a process different from that set out in 28.9.1.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Annual Review of Yukon or Municipal Laws Adopted by KDFN
RESPONSIBLE PARTY:	KDFN, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	28.10.1 Annually, the Kwanlin Dun First Nation may notify the Yukon of its view that a Yukon Law or a City of Whitehorse Law adopted by the Kwanlin Dun First Nation under 28.0 or the administration of such law by the Yukon or the City of Whitehorse is not adequately addressing the particular interest or circumstances of the Kwanlin Dun First Nation and as soon as practicable after receipt of such notice the Kwanlin Dun First Nation and the Yukon shall meet to review the matter and endeavour to identify solutions to address the concerns of the Kwanlin Dun First Nation.
CROSS REFERENCES:	13.6.0 (all), Appendix B Part II

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	At discretion, notify Yukon that a law adopted by KDFN under 28.0, or that the administration of such law by City or Yukon is not adequately addressing KDFN interests and circumstances.	Annually as required
KDFN, Yukon	Meet to review the matter and endeavour to find solutions to address KDFN concerns.	As soon as practicable after receipt of notice

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Ten Year Review of KDFN Land-Based and Public Health and Safety Powers
RESPONSIBLE PARTY:	KDFN, Yukon, Canada
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	28.10.2 Upon the written request of the Kwanlin Dun First Nation no earlier than 10 years after the Effective Date, the Yukon, Canada and the Kwanlin Dun First Nation shall jointly review the exercise of the Kwanlin Dun First Nation's Land-Based Powers under 28.0 and consider alternative approaches to the exercise by the Kwanlin Dun First Nation of its Public Health and Safety Powers in relation to Type 2 Parcels and the administration and enforcement of such laws by the City of Whitehorse or the Yukon.
CROSS REFERENCES:	13.6.0 (all), 28.10.3, Appendix B Part II

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	At discretion, provide a written request to Yukon and Canada seeking a joint review of the KDFN land-based powers under 28.0, consideration of alternative approaches to the exercise of KDFN Public Health and Safety Powers related to Type 2 Parcels, and/or the administration and enforcement of such laws by City or Yukon.	No earlier than ten years after Effective Date
KDFN, Yukon, Canada	Meet to review the matters above and consider alternative approaches.	As required

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN ANNEX A

PROJECT:	Easements to City of Whitehorse (Tlingit and Galena Road)	
RESPONSIBLE PARTY:	KDFN	
PARTICIPANT / LIAISON:	City of Whitehorse ("City")	
REFERENCED CLAUSES:	29.5	On the Effective Date, the Kwanlin Dun First Nation grants an easement in favour of the City of Whitehorse for road and utility infrastructure in relation to Tlingit Road and Galena Road on the terms and conditions set out in Appendix D of this Agreement, and as soon as practicable after the Effective Date the Kwanlin Dun First Nation shall execute and deliver to the City of Whitehorse an easement agreement in the form set out in Appendix D of this Agreement and provide an executed copy thereof to Canada and the Yukon.
CROSS REFERENCES:	29.16; KDFNSGA Appendix D	

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Execute and deliver an easement agreement to the City of Whitehorse substantially in the form set out in Appendix D of the KDFNSGA.	As soon as practicable after Effective Date
KDFN	Provide an executed copy of the easement agreement to Canada and the Yukon.	After delivering easement agreement to City of Whitehorse

PLANNING ASSUMPTIONS

- Easement agreements have been prepared and signed by the City prior to the Effective Date, such that KDFN can sign and deliver copies upon the Effective Date.

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PROJECT:	Easements to Yukon Electrical Company Limited
RESPONSIBLE PARTY:	KDFN
PARTICIPANT / LIAISON:	Yukon Electrical Company Limited (“YECL”)
REFERENCED CLAUSES:	29.6 On the Effective Date, the Kwanlin Dun First Nation grants an easement in favour of the Yukon Electrical Company Limited for existing power lines on the terms and conditions set out in Appendix E of this Agreement, and as soon as practicable after the Effective Date the Kwanlin Dun First Nation shall execute and deliver to the Yukon Electrical Company Limited an easement agreement in the form set out in Appendix E of this Agreement and provide an executed copy thereof to Canada and the Yukon.
CROSS REFERENCES:	29.16; KDFNSGA Appendix E

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Execute and deliver an easement agreement for existing power lines to YECL in the form set out in Appendix E of the KDFNSGA.	As soon as practicable after Effective Date
KDFN	Provide an executed copy of the easement agreement to Canada and the Yukon.	After delivering easement agreement to YECL

PLANNING ASSUMPTIONS

1. Easement agreements have been prepared and signed by YECL prior to the Effective Date, such that KDFN can execute and deliver copies upon the Effective Date.

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN ANNEX A

PROJECT:	Easements to City of Whitehorse (Crow Street and Swan Drive)
RESPONSIBLE PARTY:	KDFN
PARTICIPANT / LIAISON:	City of Whitehorse (“City”)
REFERENCED CLAUSES:	<p>29.7 On the Effective Date, the Kwanlin Dun First Nation grants:</p> <p>29.7.1 an easement in favour of the City of Whitehorse for road and utility infrastructure in relation to Crow Street and Swan Drive which vests in the City of Whitehorse pursuant to 6.2 of the Municipal Services and Infrastructure Agreement referred to in 26.1 of this Agreement; and</p> <p>29.7.2 a licence in favour of the City of Whitehorse for a stormwater drainage ditch,</p> <p>on the terms and conditions set out in Appendix F of this Agreement and as soon as practicable after the Effective Date, the Kwanlin Dun First Nation shall execute and deliver to the City of Whitehorse an easement and licence agreement in the form set out in Appendix F of this Agreement and provide an executed copy thereof to Canada and the Yukon.</p>
CROSS REFERENCES:	29.16; KDFNSGA Appendix F

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN	Execute and deliver an easement and licence agreement for road and utility infrastructure to the City of Whitehorse in the form set out in Appendix F of the KDFNSGA.	As soon as practicable after the Effective Date
KDFN	Provide an executed copy of the easement and licence agreement to Canada and the Yukon.	After executing and delivering easement agreement and licence to City of Whitehorse

PLANNING ASSUMPTIONS

- Easement and licence agreements have been prepared and signed by the City prior to the Effective Date, such that KDFN can sign and deliver copies upon the Effective Date.

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ANNEX A**

PROJECT:	Annual Local Area Land Use Planning Meeting
RESPONSIBLE PARTY:	KDFN, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	30.1.1 In order to encourage cooperation between the Yukon and the Kwanlin Dun First Nation in relation to local area land use planning so as to minimize actual or potential land use conflicts between Settlement Land and Non-Settlement Land, upon written request of the Yukon or the Kwanlin Dun First Nation, the Yukon and the Kwanlin Dun First Nation shall meet once a year, at a time and place mutually agreeable, to discuss Yukon and Kwanlin Dun First Nation land use planning initiatives and priorities, and any opportunities for cooperative local area land use planning in the Traditional Territory.
CROSS REFERENCES:	30.3.1 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN or Yukon	At discretion, provide written request meeting with other Party.	Annually as required
KDFN and Yukon	Meet to discuss land use planning initiatives and priorities of both parties, and discuss any opportunities for cooperative local area land use planning.	At a mutually agreeable time

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN ANNEX A

PROJECT:	Commencing a Local Area Land Use Planning Initiative
RESPONSIBLE PARTY:	KDFN, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>30.2.1 Prior to commencing a local area land use planning initiative with respect to a proposed local planning area in the Traditional Territory, the Yukon and the Kwanlin Dun First Nation shall meet to discuss and may agree to carry out cooperative local area land use planning with respect to the proposed local area land use planning initiative.</p> <p>30.2.2 In discussing whether to agree to carry out cooperative local area land use planning pursuant to 30.2.1, the Yukon and the Kwanlin Dun First Nation may consider:</p> <p>30.2.2.1 whether the proposed local planning area should include both Non-Settlement Land and Settlement Land;</p> <p>30.2.2.2 the composition of the planning body, including the role of Yukon or Kwanlin Dun First Nation representatives, if any, on the planning body;</p> <p>30.2.2.3 the process for public consultation in the development of the local area land use plan;</p> <p>30.2.2.4 the estimated cost for development of a cooperative local area land use plan and how such costs would be shared;</p> <p>30.2.2.5 the need for any technical advisors and consultants to the local area land use planning process;</p> <p>30.2.2.6 the need to involve other affected Yukon First Nations in the planning process; and</p> <p>30.2.2.7 any other matters the Yukon and the Kwanlin Dun First Nation may agree upon.</p>
CROSS REFERENCES:	30.3.1 (all)

RESPONSIBILITY	ACTIVITIES	TIMING
KDFN and Yukon	Meet to discuss and attempt to agree to carry out cooperative local area land use planning. At discretion, consider matters under 30.2.2.	Prior to commencing the planning initiative

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PROJECT:	Cooperative Development and Approval of a Local Area Land Use Plan
RESPONSIBLE PARTY:	KDFN, Yukon
PARTICIPANT / LIAISON:	Planning Body for a Local Area Land Use Plan
REFERENCED CLAUSES:	<p>30.3.1 Any agreement by the Yukon and the Kwanlin Dun First Nation to carry out cooperative local area land use planning in the Traditional Territory shall address:</p> <p>30.3.1.1 the composition of the planning body;</p> <p>30.3.1.2 how the members of the planning body will be selected or elected;</p> <p>30.3.1.3 the process to develop the planning terms of reference;</p> <p>30.3.1.4 a process to ensure that the public, including affected residents of the proposed planning area and any affected Yukon First Nations, are consulted; and</p> <p>30.3.1.5 financial and cost sharing arrangements.</p> <p>30.4.1 The planning body referred to in 30.3 which develops a cooperative local area land use plan shall forward any proposed plan for approval to the Yukon and the Kwanlin Dun First Nation.</p> <p>30.4.2 The Yukon shall approve, reject or modify that part of the proposed local area land use plan which would apply on Non-Settlement Land.</p> <p>30.4.3 If the Yukon rejects or modifies the proposed plan, it shall forward either the modifications with written reasons, or written reasons for rejecting the proposed local area land use plan to the Kwanlin Dun First Nation.</p> <p>30.4.4 The Kwanlin Dun First Nation shall approve, reject or modify that part of the proposed local area land use plan which would apply to its Settlement Land.</p> <p>30.4.5 If the Kwanlin Dun First Nation rejects or modifies the proposed plan, it shall forward either the modifications with written reasons, or written reasons for rejecting the recommended local area land use plan to the Yukon.</p>
CROSS REFERENCES:	30.6 (all)

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RESPONSIBILITY	ACTIVITIES	TIMING
<u>If Yukon and KDFN agree to carry out cooperative local area land use planning:</u>		
KDFN, Yukon	Address matters described in 30.3.1.	After agreeing to carry out cooperative local area land use planning
Planning body	Develop proposed plan.	As set out in the planning terms of reference
Planning body	Forward copy of the proposed plan to Yukon and KDFN.	After completion of the proposed plan
Yukon	Approve, reject or modify the part of the proposed plan that applies to Non-Settlement Land.	As soon as practicable
Yukon	If applicable, provide written reasons to KDFN for modifying or rejecting aspects of the proposed local area land use plan dealing with Non-Settlement Land.	As soon as practicable
KDFN	Approve, reject or modify the part of the proposed plan that applies to Settlement Land.	As soon as practicable
KDFN	If applicable, provide written reasons to Yukon for modifying or rejecting aspects of the proposed local area land use plan dealing with Settlement Land.	As soon as practicable

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN ANNEX A

PROJECT:	Local Area Land Use Plans Developed Independently
RESPONSIBLE PARTY:	KDFN, Yukon
PARTICIPANT / LIAISON:	None identified
REFERENCED CLAUSES:	<p>30.5.1 If either the Yukon or the Kwanlin Dun First Nation proposes to proceed independently with a local area land use planning initiative, it shall provide the other with at least 30 days written notice prior to commencing the initiative.</p> <p>30.5.2 The notice required pursuant to 30.5.1 shall set out:</p> <p>30.5.2.1 the proposed area of the Traditional Territory to be planned;</p> <p>30.5.2.2 the nature of the planning in the proposed area of the Traditional Territory; and</p> <p>30.5.2.3 any other matter considered relevant by the party initiating the planning.</p> <p>30.5.3 The party which provides notice under 30.5.1 shall provide to the other party, upon request, as soon as practicable, any:</p> <p>30.5.3.1 planning terms of reference;</p> <p>30.5.3.2 draft local area land use plan;</p> <p>30.5.3.3 approved local area land use plan; and</p> <p>30.5.3.4 information as to the implementation of an approved local area land use plan.</p>
CROSS REFERENCES:	30.1, 30.2

RESPONSIBILITY

ACTIVITIES

TIMING

If KDFN or Yukon proposes to proceed independently with a local area land use planning initiative:

KDFN or Yukon

Provide written notice prior to commencing planning initiative, detailing the matters set out in 30.5.2.

At least 30 days prior to commencing initiative

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RESPONSIBILITY	ACTIVITIES	TIMING
KDFN or Yukon	Upon request of other party, provide any planning terms of reference, draft local area land use plan, approved local area land use plan, and information as to the implementation of an approved local area land use plan.	As soon as practicable after receipt of request

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX A**

PROJECT:	Consistency between Local Area Land Use Plans and Regional, Sub-regional and District Land Use Plans
RESPONSIBLE PARTY:	KDFN, Yukon
PARTICIPANT / LIAISON:	Planning body for local area land use plan
REFERENCED CLAUSES:	<p>30.6.1 When developing a local area land use plan in the Traditional Territory, a planning body shall consider any approved regional, sub-regional or district land use plan applicable in the Traditional Territory with a view to achieving consistency with such plans, where desirable.</p> <p>30.6.2 Where the Yukon or the Kwanlin Dun First Nation is of the view that a proposed or approved local area land use plan in the Traditional Territory is inconsistent with any proposed or approved regional, sub-regional or district land use plan applicable in the Traditional Territory, the Yukon or the Kwanlin Dun First Nation may, by written notice to the other party, request a meeting to review the proposed or approved local area land use plan.</p> <p>30.6.3 Within 30 days of receipt of the notice referred to in 30.6.2 the Yukon and the Kwanlin Dun First Nation shall meet and review the proposed or approved local area land use plan and determine whether they are in agreement that the plan is inconsistent with any proposed or approved regional, sub-regional or district land use plan applicable in the Traditional Territory.</p> <p>30.6.4 Where the Yukon and the Kwanlin Dun First Nation agree that a proposed or approved local area land use plan in the Traditional Territory is inconsistent with a proposed or approved regional, sub-regional or district land use plan applicable in the Traditional Territory:</p> <p style="padding-left: 40px;">30.6.4.1 the Yukon may make changes to that part of any proposed or approved plan applying on Non-Settlement Land, after Consultation, if required, with any affected Yukon First Nation and any affected Yukon community; and</p> <p style="padding-left: 40px;">30.6.4.2 the Kwanlin Dun First Nation may make changes to that part of any plan applying on its Settlement Land after Consultation, if required, with the Yukon,</p> <p style="padding-left: 40px;">to effect, where desirable, consistency between that proposed or approved local area land use plan and any proposed or approved regional, sub-regional or district land use plan applicable in the Traditional Territory.</p>
CROSS REFERENCES:	30.3; KDFNFA Chapter 11 (all)

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
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RESPONSIBILITY	ACTIVITIES	TIMING
<u>If KDFN or Yukon believes that a proposed or approved local area land use plan is inconsistent with any approved regional, sub-regional or district land use plan:</u>		
KDFN or Yukon	At discretion, provide written notice to other party requesting a meeting to review the proposed or approved local area land use plan.	As required
KDFN and Yukon	Meet to review the matter to determine if there is agreement on inconsistency.	Within 30 days of receipt of notice
<u>If KDFN and Yukon agree that there is an inconsistency between a proposed or approved local area land use plan and a proposed or approved regional, sub-regional or district land use plan:</u>		
Yukon	At discretion, make changes to that part of the proposed approved plan applying to Non-Settlement Land to achieve consistency, after Consultation, if required, with any affected Yukon First Nation and affected Yukon community.	As required
KDFN	At discretion, make changes to that part of any plan applying on Settlement Land to achieve consistency, after Consultation, if required, with the Yukon.	As required

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN

ANNEX B – COORDINATION OF KDFNFA AND KDFNSGA IMPLEMENTATION

GENERAL REQUIREMENTS

1. KDFNFA 28.3.2.6 requires the Implementation Plan to specify means for coordination of the implementation of the KDFNFA and KDFNSGA.
2. KDFNSGA 23.1 specifies coordination of the KDFNFA and KDFNSGA Implementation Plans to the extent practicable.

RESPONSIBILITIES

3. The KDFN government and its administrative structure, as established through the KDFN constitution adopted under the KDFNSGA, shall be recognized as the agency responsible for the implementation, on behalf of the KDFN, of both agreements.
4. Canada and Yukon each agree that, to the extent practicable, consistent processes, practices and interpretations shall be utilized in the implementation of both the KDFNFA and KDFNSGA, when dealing with the KDFN. Further, should any conflict arise within either government in this regard, it shall be resolved internally and the KDFN shall not be required to deal with such conflicts.

SPECIFIC AREAS OF IMPLEMENTATION COORDINATION

5. All funds flowing to the KDFN for implementation shall be transferred to the KDFN through the self-government financial transfer agreement process described in KDFNSGA 16.0 (all).
6. The Dispute Resolution process of KDFNFA Chapter 26 shall be used to resolve all KDFNSGA disputes as described in KDFNSGA 24.0 (all).
7. The review described in paragraph 6.1 of the KDFN Plan may be timed in such a way as to provide input to the negotiations to a new KDFNSGFTA as specified by KDFNSGA 16.3.6 and 16.13.
8. The information strategy carried out pursuant to the KDFNFA Plan (Annex C) shall consider the KDFNFA, the KDFNFA Plan, KDFNSGA and the KDFNSGA Plan.
9. The training needs for the KDFN shall be integrated into a single plan which will take into account the training requirements of the KDFNFA, the KDFNFA Plan, KDFNSGA and the KDFNSGA Plan.

**KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN
ANNEX B**

OTHER POTENTIAL AREAS REQUIRING COORDINATION

10. While cross references between agreements have been provided on appropriate activity sheets, there are some implicit areas which may require coordination as well. To further specify these areas, the following table has been provided.

POTENTIAL AREAS REQUIRING IMPLEMENTATION COORDINATION
(may include but are not limited to:)

REFERENCED CLAUSE (KDFNFA)	REFERENCED CLAUSE (KDFNSGA)	AREA OF CONCERN
Definitions	Definitions	Consistent application
2	3	Rights of citizens and beneficiaries as Yukon Indian People
2.3.6	21.1	KDFNFA amendments published in KDFN law register
2.7.1	16.4.2	Disclosure of information
2.11.4.1	Self-Government Legislation	Legal entity
5	25	Compatible land use regarding Appendix A Settlement Lands and adjacent Non-Settlement Lands
5	28	Exercise of self-government powers within the community boundaries of the City of Whitehorse and the Marsh Lake Local Advisory Area
19	16.8	KDFNSGFTA calculation regarding compensation
20.4	15.2, 15.3.5	Tax status of settlement corporations
20.6	14.1.2	Income tax
21.2.4	14.4	Property Taxes
21.2.4, 21.3, 21.4	26	Local government services
24.10.1	5.2	Amendment of Self-Government Legislation
KDFNFA	8.2.1, 8.3	Inconsistency and conflict

KWANLIN DUN FIRST NATION SELF-GOVERNMENT AGREEMENT IMPLEMENTATION PLAN

ANNEX C – COMMUNICATION AMONG PARTIES

1. Except as expressly provided otherwise, where any party to this Agreement is required by this Agreement to make a communication to another party to this Agreement, the communication shall be delivered personally or by courier; transmitted by fax; mailed by prepaid registered or certified post in Canada; or delivered by any other means agreed to by the parties to the communication.
2. The communication will be considered to have been made and received:
 - a) if delivered personally or by courier, on the next business day after the day on which it was received by the addressee or a responsible representative of the addressee;
 - b) if transmitted by fax and the sender receives confirmation of the transmission, on the business day next following the day on which it was transmitted;
 - c) if mailed by prepaid registered or certified post in Canada, on the business day next following the day on which the post office certifies that the mail was delivered; or
 - d) if delivered by any other means agreed to by the parties to the communication, on the business day next following the day on which the agreed to means of delivery verifies the receipt.
3. A personally delivered, faxed or mailed communication shall be made to the address or fax number that may be communicated from time to time by a party to this Agreement. If no other address or fax number has been communicated for delivery of a particular communication, such communication will be made to the address or to the fax number of the intended recipient as provided below:
 - a) For Canada:

Attention: Deputy Minister
Indian Affairs and Northern Development
10 Wellington Street
Gatineau, Quebec K1A 0H4

Fax number: (819) 953-2251
 - b) For Yukon:

Attention: Deputy Minister
Executive Council Office
Box 2703
Whitehorse, Yukon Y1A 2C6

Fax number: (867) 393-6214

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c) For Kwanlin Dun First Nation:

Attention: Chief
Kwanlin Dun First Nation
35 McIntyre Drive
Whitehorse, Yukon Y1A 5A5
Fax number: (867) 668-5057

4. In this Annex, “communication” includes a notice, document, request, approval, authorization, or consent.

